

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

Monday, August 21, 2023

5:30 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 - Matt Gilbert, 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. 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

**3. RECONVENE IN OPEN SESSION - 6:30 pm**

**4. ROLL CALL**

**5. PRAYER**

**6. CAMPUS UPDATES**

**7. REGULAR REPORT OF THE CHIEF FINANCIAL OFFICER- MEGAN SCHWARZ 4**

**8. REGULAR REPORT OF THE ASSISTANT SUPERINTENDENT - JEANNE COBB 20**

**9. REGULAR REPORT OF THE DEPUTY SUPERINTENDENT - TROY ROBERTS**

**10. REGULAR REPORT OF THE SUPERINTENDENT - PAUL RYAN**

**11. CONSENT AGENDA 21**

**Description:**

- Reading and Approval of the Minutes

- Personnel

12. **ACTION**

12.1. Discuss and consider the approval of the RVISD 2023 Tax Rate for M&O and I&S	27
12.2. Discuss and Consider the approval of the 2023-2024 RVISD Business Operating Manual and Procedures Updates	28
12.3. Discuss and Consider the approval of 2023-2024 RVISD Creating Tex Pool Investment Accounts	40
12.4. Discuss and Consider the approval of 2023-2024 Vendor List Updates	43
12.5. Discuss and Consider the approval of the 2023-2024 Interlocal Co-Op Agreement for Dispatching Services	44
12.6. Policy Update 121	53
12.7. Discuss and Consider the 2023-2024 Student Code of Conduct	73
12.8. Discuss and Consider the approval of the 2023-2024 Resolution for Good Cause Exception for Armed Security Officers on Campuses	125
12.9. Discuss and Consider prices for staff and student lunches	
12.10. <u>Discuss and Consider Personnel</u>	
12.10.1. Assignments	
12.10.2. <u>Employment</u>	
12.10.2.1. Discuss and Consider the addition of a 3/4 PK position	
12.10.3. Resignations	
12.10.4. Leave of Absence	

13. **OPEN FORUM FOR AGENDA ITEMS**

14. **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

15. **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

## RIO VISTA ISD

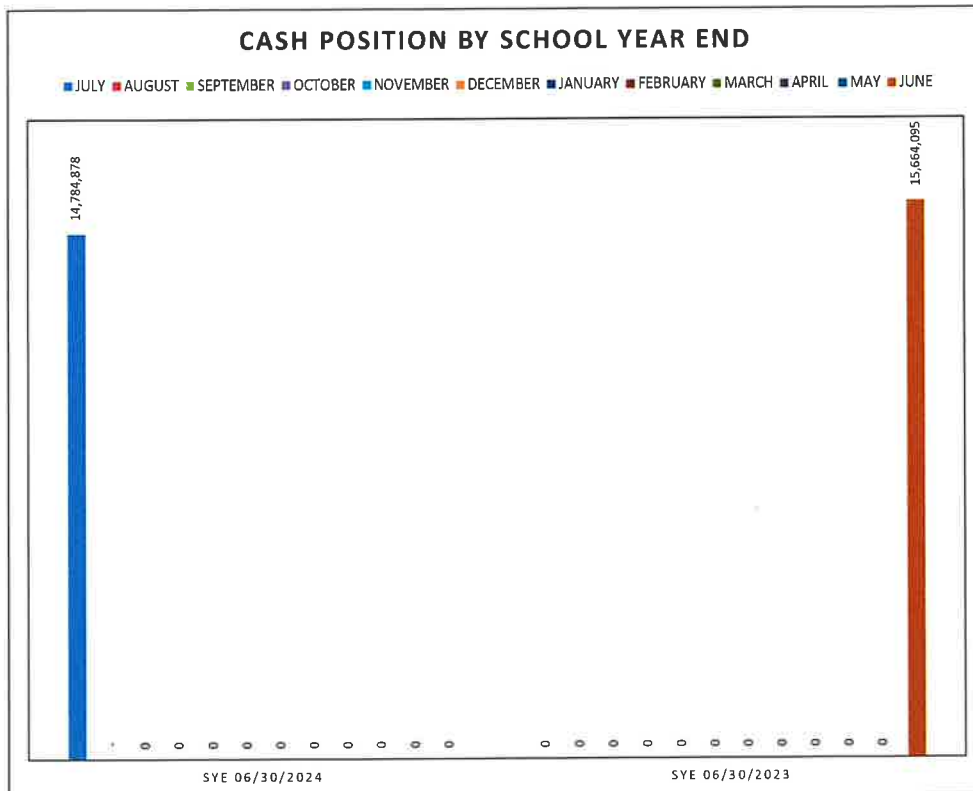
Cash Position Report  
as of July 31, 2023

### BANK ACCOUNT ACTIVITY

Fund	Beginning Balance	Current Month Changes	Ending Balance
General Operating Fund	\$ 642,129	\$ (185,428)	\$ 456,701
General Operating MM	\$ 2,100,837	\$ (142,383)	\$ 1,958,454
Interest & Sinking Fund	1,543,059	13,712	1,556,771
Workers Comp	669	(107)	563
Faculty Scholarship	3,831	291	4,122
2023 Bond	11,356,736	(11,210,545)	146,191
2023 Bond MM	-	10,645,167	10,645,167
CD 2367	4,571	10	4,581
CD 2395	3,612	7	3,619
<b>Total Bank Account Activity</b>	<b>\$ 15,655,445</b>	<b>\$ (879,293)</b>	<b>\$ 14,776,168</b>

### INVESTMENT REPORT SUMMARY

Investments	Amount
<b>Logic Investments</b>	
General Account	\$ 8,710
<b>Total Investments</b>	<b>\$ 8,710</b>
<hr/>	
<b>Total Investments</b>	<b>\$ 8,710</b>
<b>Cash Position as of June 30, 2023</b>	<b>\$ 14,784,878</b>



Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
043337	07-18-2023	00004	ESC REGION 11	DISTRICTWIDE	002878	4102300680 199-53-6299.95-999-4110TC	C	FIBER INTERNET JULY/AU	1,200.00	N
043371	07-26-2023	00004	ESC REGION 11	RV HIGH SCHOOL	000002	1002301400 199-21-6411.00-001-422000	C	TTESS Training	475.00	N
<b>Vendor 00004 Total:</b>									<b>1,675.00</b>	
043356	07-25-2023	00040	HICO ISD	RIO VISTA ISD	002919	101 199-00-2110.00-000-400000	C	ONE ACT PLAY EXPENSE	639.14	N
043350	07-25-2023	00051	A T & T MOBILITY	DISTRICTWIDE	002912	7192023 199-52-6259.00-999-499000	C	WIRELESS-FORD	49.38	N
003589	07-27-2023	00052	HOME DEPOT CREDIT	RV ELEMENTARY S	002948	603532253921502 623-81-6629.00-101-400000	D	ELEM RENO	2,273.44	N
043381	07-27-2023	00052	HOME DEPOT CREDIT	DISTRICTWIDE	001117	755745080 199-51-6319.96-999-499000	C	Cust/Maint Supply	55.73	N
				DISTRICTWIDE	001117	756459152 199-51-6319.96-999-499000	C	Cust/Maint Supply	449.00	N
				DISTRICTWIDE	001117	756459160 199-51-6319.96-999-499000	C	Cust/Maint Supply	453.30	N
				DISTRICTWIDE	001117	754152932 199-51-6319.96-999-499000	C	Cust/Maint Supply	906.60	N
				DISTRICTWIDE	001117	754799674 199-51-6319.96-999-499000	C	Cust/Maint Supply	183.74	N
				DISTRICTWIDE	001117	754052645 199-51-6319.96-999-499000	C	Cust/Maint Supply	1,071.92	N
<b>Check 043381 Total:</b>									<b>3,120.29</b>	
<b>Vendor 00052 Total:</b>									<b>5,393.73</b>	
043382	07-27-2023	00053	RIO VISTA HARDWARE	RIO VISTA ISD	002936	1521 199-00-2110.00-000-400000	C	MONTHLY EXPENSES	835.93	N
043372	07-26-2023	00055	O'REILLY AUTOMOTIV	DISTRICTWIDE	001113	0709-392397 199-34-6319.00-999-499000	C	Trans. Supply	15.97	N
002222	07-18-2023	00060	CLAIMS ADMINISTRATI	DISTRICTWIDE	003019	753-41-6499.00-999-499000	D	CAS CLAIMS SHARING	148.00	N
043383	07-27-2023	00090	C & L TOOL, DIE &	DISTRICTWIDE	001119	34692 199-51-6319.00-999-499000	C	maint supplies	154.10	N
003608	08-10-2023	00110	AIRMASTERS HEATIN	RV ELEMENTARY S	002991	93946 623-81-6629.00-101-400000	D	ELEM CAFETERIA DUCT	900.00	N
043384	07-27-2023	00285	B & B MUFFLER & TIRE	DISTRICTWIDE	006545	30665 199-51-6249.00-999-499000	C	INSPECTION	7.00	N
				DISTRICTWIDE	006545	30652 199-51-6249.00-999-499000	C	PLUGS	15.00	N
<b>Check 043384 Total:</b>									<b>22.00</b>	
<b>Vendor 00285 Total:</b>									<b>22.00</b>	
043342	07-18-2023	00370	SOUTHWEST INTERNA	RIO VISTA ISD	002880	082026397 199-00-2110.00-000-400000	C	REPAIR ORDER	1,600.19	N
003566	07-13-2023	00437	SHANKS PLUMBING S	RIO VISTA ISD	002899	623-00-2110.00-000-400000	D	WRONG CONTRA	-30,427.50	N
				RIO VISTA ISD	002899	623-00-2110.00-000-400000	D	PLUMBING-BOND	30,427.50	N
				RIO VISTA ISD	002899	623-00-2110.00-000-400000	D	PLUMBING-BOND	30,427.50	N
<b>Check 003566 Total:</b>									<b>30,427.50</b>	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
003579	07-27-2023	00437	SHANKS PLUMBING S	DISTRICTWIDE	002940 623-81-6629.00-999-499000	62463541	D	WATER LINE REPAIRS	21,725.00	N
<b>Vendor 00437 Total:</b>									<b>52,152.50</b>	
043347	07-19-2023	00566	PITNEY BOWES PURC	RIO VISTA ISD	002884 199-00-2110.00-000-400000	ACCT0346	C	FINANCE CHARGES	51.95	N
043358	07-25-2023	00566	PITNEY BOWES PURC	BUSINESS OFFICE	002911 199-41-6399.82-750-499000	02130346	C	LATE FEE	29.99	N
<b>Vendor 00566 Total:</b>									<b>81.94</b>	
043385	07-27-2023	00638	BSN SPORTS, LLC	RIO VISTA ISD	002937 199-00-2110.00-000-400000	921768593	C	NIKE HIGH JUMP	92.75	N
				RV HIGH SCHOOL	234147 199-36-6395.10-001-4910BA	922001234	C	FOOTBALL	2,566.24	N
<b>Check 043385 Total:</b>									<b>2,658.99</b>	
<b>Vendor 00638 Total:</b>									<b>2,658.99</b>	
072523	07-25-2023	00672	INTERNAL REVENUE S	RIO VISTA ISD	002900 199-00-2151.00-000-400000		D	JULY IRS	39,075.00	N
				RIO VISTA ISD	002900 199-00-2152.01-000-400000		D	JULY IRS	8,647.80	N
				RIO VISTA ISD	002900 199-00-2152.02-000-400000		D	JULY IRS	8,647.80	N
<b>Check 072523 Total:</b>									<b>56,370.60</b>	
072823	07-28-2023	00672	INTERNAL REVENUE S	RIO VISTA ISD	002956 199-00-2151.00-000-400000		D	JULY IRS	552.65	N
				RIO VISTA ISD	002956 199-00-2152.01-000-400000		D	JULY IRS	126.27	N
				RIO VISTA ISD	002956 199-00-2152.02-000-400000		D	JULY IRS	126.27	N
<b>Check 072823 Total:</b>									<b>805.19</b>	
<b>Vendor 00672 Total:</b>									<b>57,175.79</b>	
003581	07-27-2023	00795	SHERWIN WILLIAMS	RV ELEMENTARY S	002942 623-81-6629.00-101-400000		D	PAINT-ELEM RENO	4,512.09	N
043344	07-19-2023	00966	DRAMATISTS PLAY SE	RIO VISTA ISD	002886 199-00-2110.00-000-400000	SO00000791767	C	PLAY SCRIPTS PO 233466	89.45	N
003560	07-13-2023	01003	LONE STAR NEWS GR	RIO VISTA ISD	002893 623-00-2110.00-000-400000		D	REQUIRED POSTINGS	1,227.00	N
005302	07-25-2023	10002	FIRST FINANCIAL ADM	TSTA DUES	DEDCHK 199-00-2153.00-005-400000		D	JUL DED HEALTH INSURA	46.90	N
				NTA	DEDCHK 199-00-2153.00-006-400000		D	JUL DED HEALTH INSURA	68.25	N
				LIFE/TEXAS LIFE	DEDCHK 199-00-2153.00-007-400000		D	JUL DED LIFE INSURANCE	1,740.09	N
				CANCER AHL	DEDCHK 199-00-2153.00-008-400000		D	JUL DED HEALTH INSURA	44.61	N
				DENTAL LIFERE	DEDCHK 199-00-2153.00-010-400000		D	JUL DED HEALTH INSURA	4,201.32	N
				VISION LIFERE	DEDCHK 199-00-2153.00-012-400000		D	JUL DED HEALTH INSURA	1,013.92	N
				CANCER AFA	DEDCHK 199-00-2153.00-018-400000		D	JUL DED HEALTH INSURA	368.02	N
				INCOME REPL #84	DEDCHK 199-00-2153.00-084-400000		D	JUL DED LIFE INSURANCE	6 436.16	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				INCOME REPL #91	DEDCHK		D	JUL DED HEALTH INSURA	396.69	N
					199-00-2153.00-091-400000					
				WELLVIA	DEDCHK		D	JUL DED HEALTH INSURA	607.50	N
					199-00-2153.00-100-400000					
				BASIC GROUP LIFE	DEDCHK		D	JUL DED LIFE INSURANCE	62.88	N
					199-00-2153.00-102-400000					
				BCBS GROUP LIFE	DEDCHK		D	JUL DED LIFE INSURANCE	587.65	N
					199-00-2153.00-104-400000					
				Afflack Hospital Inde	DEDCHK		D	JUL DED HEALTH INSURA	386.20	N
					199-00-2153.00-107-400000					
				REIMB FFA	DEDCHK		D	JUL DED MISCELLANEOU	64.95	N
					199-00-2159.00-013-400000					
				DISABILITY AFA	DEDCHK		D	JUL DED INCOME REPLAC	1,561.02	N
					199-00-2159.00-019-400000					
				GROUPLIFE/LIFER	DEDCHK		D	JUL DED TAX SHEL. ANNU	384.00	N
					199-00-2159.00-021-400000					
				INTEREDUCATION	DEDCHK		D	JUL DED TAX SHEL. ANNU	2,380.00	N
					199-00-2159.00-029-400000					
				MEDICAL REIMB	DEDCHK		D	JUL DED MISCELLANEOU	3,541.82	N
					199-00-2159.00-033-400000					
				AFA HOSPITALROG	DEDCHK		D	JUL DED TAX SHEL. ANNU	900.00	N
					199-00-2159.00-046-400000					
				ANNUITY #72	DEDCHK		D	JUL DED TAX SHEL. ANNU	3,160.00	N
					199-00-2159.00-072-400000					
				INCOME REPL #76	DEDCHK		D	JUL DED TAX SHEL. ANNU	25.00	N
					199-00-2159.00-076-400000					
				RV ELEMENTARY S	DEDCHK		D	JUL DED HSA	737.50	N
					199-00-2159.00-101-400000					
				LSW ANNUITY	DEDCHK		D	JUL DED TAX SHEL. ANNU	175.00	N
					199-00-2159.00-108-400000					
								<b>Check 005302 Total:</b>	<b>22,889.48</b>	
								<b>Vendor 10002 Total:</b>	<b>22,889.48</b>	
005303	07-25-2023	10101	E E C U	CREDIT UNION	DEDCHK		D	JUL DED CREDIT UNION	303.70	N
					199-00-2154.00-004-400000					
071423	07-14-2023	20205	TRS ACTIVE CARE	RIO VISTA ISD	002874	ONLINE PAY	D	TRS ACTIVE CARE	17,852.00	N
					199-00-2153.00-057-400000					
				INCOME REPL #79	002874	ONLINE PAY	D	TRS ACTIVE CARE	9,921.00	N
					199-00-2153.00-079-400000					
				INCOME REPL #90	002874	ONLINE PAY	D	TRS ACTIVE CARE	5,070.00	N
					199-00-2153.00-090-400000					
				INCOME REPL #93	002874	ONLINE PAY	D	TRS ACTIVE CARE	14,108.08	N
					199-00-2153.00-093-400000					
								<b>Check 071423 Total:</b>	<b>46,951.08</b>	
								<b>Vendor 20205 Total:</b>	<b>46,951.08</b>	
043351	07-25-2023	20346	AMAZON CAPITAL SER	Curriculum and Instru	234154	1FPQVR9GYK9J	C	CKH Training	36.87	N
					199-11-6399.00-200-400000					
				Curriculum and Instru	234154	1FPQVR9GYK9J	C	CKH Training	90.00	N
					199-11-6499.00-200-423000					
				Curriculum and Instru	234154	1FPQVR9GYK9J	C	CKH Training	100.00	N
					199-11-6499.00-200-425000					
				BUSINESS OFFICE	234162	1HXT47M7RQ1	C	OFFICE SUPPLIES	576.49	N
					199-41-6399.00-750-499000				7	
				BUSINESS OFFICE	498732	1NYG1MP3C4Q1	C	OFFICE SUPPLIES	399.98	N
					199-41-6399.00-750-499000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
								<b>Check 043351 Total:</b>	<b>1,203.34</b>	
043373	07-26-2023	20346	AMAZON CAPITAL SER	RIO VISTA ISD	002921	1Y9Y-WFNY-1NMJ 199-00-2110.00-000-400000	C	LAMINATOR/SUPPLIES	.01	N
				RIO VISTA ISD	002924	19YX-MCNR-3JCG 199-00-2110.00-000-400000	C	FURNITURE	30.00	N
				RIO VISTA ISD	002922	1D4K-LWTW-16YJ 199-00-2110.00-000-400000	C	STICKY NOTES	10.26	N
				RIO VISTA ISD	002932	1Y4M-HKXT-33Y9 199-00-2110.00-000-400000	C	CAPACITOR	46.38	N
				RIO VISTA ISD	002929	13WK-R3TV-FFPC 199-00-2110.00-000-400000	C	SUPPLIES	74.38	N
				RIO VISTA ISD	002930	1MDY-133J-GR1T 199-00-2110.00-000-400000	C	platters/balloons	49.76	N
				RIO VISTA ISD	002931	1XJM-LMN1-KJHC 199-00-2110.00-000-400000	C	CULINARY SUPPLIES	156.00	N
				RIO VISTA ISD	002920	1QPQ-6FVK-L1M4 199-00-2110.00-000-400000	C	YOGA CART	119.90	N
				RIO VISTA ISD	002926	1QRP-R6CK-6NNC 199-00-2110.00-000-400000	C	TRAFFIC CONES	159.99	N
				RIO VISTA ISD			M	CREDIT MEMO 1PWQ-MG	-30.07	N
				RIO VISTA ISD			M	CREDIT MEMO 1R9M-PQW	-60.14	N
				RIO VISTA ISD			M	CREDIT MEMO 1F73-4FVX-	-90.21	N
				RIO VISTA ISD			M	CREDIT MEMO 1939-YN9H	-25.60	N
				RIO VISTA ISD			M	CREDIT MEMO 1LH4-KM11	-159.99	N
				RV HIGH SCHOOL	234166	1FLG-LHG9-D4PN 199-11-6395.00-001-4110TC	C	TECHNOLOGY HARDWAR	1,159.53	N
				RV HIGH SCHOOL	234166	1P3K-MH4H-F44N 199-11-6395.00-001-4110TC	C	TECHNOLOGY HARDWAR	399.99	N
				DISTRICTWIDE	234184	1CHY-FYC3-DDQJ 199-11-6399.00-999-411000	C	ELC School Supplies-AMAZ	720.38	N
				DISTRICTWIDE	030041	11KN7FGD1P3W 199-51-6319.00-999-499000	C	misc supplies tools	40.18	N
				DISTRICTWIDE	030041	1HVJMNRYXCXF 199-51-6319.00-999-499000	C	misc supplies tools	53.46	N
				DISTRICTWIDE	030041	1YCDK9VHQ6HJ 199-51-6319.00-999-499000	C	misc supplies tools	55.86	N
				DISTRICTWIDE	030041	1GYP16XFDLJN 199-51-6319.00-999-499000	C	misc supplies tools	808.18	N
				DISTRICTWIDE			M	CREDIT MEMO 1HVJMNR	-38.37	N
				RIO VISTA ISD	002923	1HFL-CV9D-PCNH 211-00-2110.00-000-400000	C	INSTRUCTIONAL SUPPLIE	61.83	N
				RIO VISTA ISD	002925	1FNC-PVW9-4KM3 211-00-2110.00-000-400000	C	INSTRUCTIONAL SUPPLIE	131.80	N
				RIO VISTA ISD	002927	1RDX-CH3N-43H4 211-00-2110.00-000-400000	C	PLC BOOKS	2,813.86	N
				RIO VISTA ISD	002928	13Q3-9WLC-JVNR 865-00-2110.00-000-400000	C	PA SYSTEM	176.91	N
				RIO VISTA ISD			M	CREDIT MEMO 166T-DCK	-79.00	N
					865-00-2110.00-000-400000			8		

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				RIO VISTA ISD			M	CREDIT MEMO 1PQ3-4714-	-90.21	N
					865-00-2110.00-000-400000					
								<b>Check 043373 Total:</b>	<b>6,495.07</b>	
								<b>Vendor 20346 Total:</b>	<b>7,698.41</b>	
043386	07-27-2023	20379	SCHOLASTIC INC.	RIO VISTA ISD	002938	M74058991	C	SCHOLASTIC ACTION	274.73	N
					211-00-2110.00-000-400000					
043352	07-25-2023	20441	ATMOS ENERGY	DISTRICTWIDE	002915		C	MONTHLY GAS BILL	636.20	N
					199-51-6259.51-999-499000					
003555	07-13-2023	20452	BRAD FRIERMOOD	RV ELEMENTARY S	002889	4702	D	100X300 PAD	91,500.00	N
					623-81-6629.00-101-400000					
003571	07-20-2023	20511	LAYLAND PLUMBING, I	RV ELEMENTARY S	234143	BOND	D	BOND/RENO	4,137.00	N
					623-81-6629.00-101-400000					
				RV ELEMENTARY S	234143	41467	D	BOND/RENO	6,385.00	N
					623-81-6629.00-101-400000					
								<b>Check 003571 Total:</b>	<b>10,522.00</b>	
								<b>Vendor 20511 Total:</b>	<b>10,522.00</b>	
005304	07-25-2023	20578	TEXAS CLASSROOM T	ADVANCES	DEDCHK		D	JUL DED MISCELLANEOU	17.50	N
					199-00-2159.00-048-400000					
043336	07-18-2023	20580	ELLIOTT ELECTRIC SU	RIO VISTA ISD	002879	11666330-01-02	C	LAMP HOLDERS	407.85	N
					199-00-2110.00-000-400000					
043387	07-27-2023	20580	ELLIOTT ELECTRIC SU	DISTRICTWIDE	234165	011667500017	C	supplies	240.00	N
					199-51-6319.00-999-499000					
								<b>Vendor 20580 Total:</b>	<b>647.85</b>	
043355	07-25-2023	20902	Titlewave/Follett School	RIO VISTA ISD	002918	690490F	C	BOOKS-ELEM	82.69	N
					429-00-2110.00-000-400000					
072023	07-31-2023	21065	TX CHILD SUPPORT S	ANNUITY FTTC	002944		D	JULY 2023 CHILD SUPPOR	981.00	N
					199-00-2159.00-028-400000					
003584	07-27-2023	21074	SUNBELT RENTALS, IN	RV ELEMENTARY S	002945	140977248-0001	D	BUFFER TRANSPORT CHG	54.60	N
					623-81-6629.00-101-400000					
				RV ELEMENTARY S	002945	139666679-003	D	DUMPTRUCK TIRE	922.25	N
					623-81-6629.00-101-400000					
								<b>Check 003584 Total:</b>	<b>976.85</b>	
003606	08-10-2023	21074	SUNBELT RENTALS, IN	RV ELEMENTARY S	002989	140543280-0002	D	EQUIPMENT RENTALS	3,567.40	N
					623-81-6629.00-101-400000					
				RV ELEMENTARY S	002989	141775121-0001	D	EQUIPMENT RENTALS	1,985.66	N
					623-81-6629.00-101-400000					
				RV ELEMENTARY S	002989	139666679-0004	D	EQUIPMENT RENTALS	3,137.73	N
					623-81-6629.00-101-400000					
								<b>Check 003606 Total:</b>	<b>8,690.79</b>	
								<b>Vendor 21074 Total:</b>	<b>9,667.64</b>	
003564	07-13-2023	21139	KING CONSULTANTS, I	RIO VISTA ISD	002897	A00106519	D	ASBESTOS ABATEMENT-E	5,400.00	N
					623-00-2110.00-000-400000					
003573	07-20-2023	21246	COWTOWN MATERIAL	RV ELEMENTARY S	002903	10082808-00	D	ELEM RENO	1,543.63	N
					623-81-6629.00-101-400000					
043388	07-27-2023	21479	ROWLETT HARDWARE	RIO VISTA ISD	002939	B358623	C	FIELD	63.90	N
					199-00-2110.00-000-400000					
				RIO VISTA ISD	002939	A378618	C	KEYS	26.91	N
					199-00-2110.00-000-400000				9	
								<b>Check 043388 Total:</b>	<b>90.81</b>	
								<b>Vendor 21479 Total:</b>	<b>90.81</b>	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
043334	07-18-2023	21818	AGENCY 405	RIO VISTA ISD	002881	CRS202306265102 199-00-2110.00-000-400000	C	CLEARINGHOUSE RETRIE	15.00	N
043360	07-25-2023	21864	RIO VISTA WATER DE	DISTRICTWIDE	002916	199-51-6259.01-999-499000	C	MONTHLY WATER BILL	3,283.20	N
043340	07-18-2023	22120	NORTH TEXAS TOLLW	DISTRICTWIDE	002875	1571172TX 199-34-6249.00-999-499000	C	2019 BLUBIRD 157-1172 ZI	31.22	N
043374	07-26-2023	22180	KW CAGES	RIO VISTA ISD	002933	97141 199-00-2110.00-000-400000	C	RABBIT CAGES	1,292.62	N
003562	07-13-2023	22360	PRIME SOURCE CONS	RV ELEMENTARY S	002895	623-81-6629.00-101-400000	D	CONTRACT LABOR	13,244.47	N
003574	07-20-2023	22360	PRIME SOURCE CONS	DISTRICTWIDE	002904	8791 623-81-6629.00-999-499000	D	CONTRACT LABOR	7,226.86	N
003580	07-27-2023	22360	PRIME SOURCE CONS	RV ELEMENTARY S	002941	8796 623-81-6629.00-101-400000	D	LABOR-BOND	5,867.07	N
003613	08-10-2023	22360	PRIME SOURCE CONS	RV ELEMENTARY S	002995	8809 623-81-6629.00-101-400000	D	LABOR-ELEM	11,259.79	N
<b>Vendor 22360 Total:</b>									<b>37,598.19</b>	
043357	07-25-2023	22466	MARSHALL YOUNG IN	BUSINESS OFFICE	002913	396918 199-41-6429.00-750-499000	C	SURETY BOND-BLACK	50.00	N
				BUSINESS OFFICE	002913	399040 199-41-6429.00-750-499000	C	SURETY BOND-BYLES	50.00	N
				BUSINESS OFFICE	002913	399034 199-41-6429.00-750-499000	C	SURETY BOND-BOURQUI	50.00	N
<b>Check 043357 Total:</b>									<b>150.00</b>	
<b>Vendor 22466 Total:</b>									<b>150.00</b>	
043346	07-19-2023	22569	MUSIC IS ELEMENTAR	RIO VISTA ISD	002887	26319 199-00-2110.00-000-400000	C	XYLOPHONE PO233613	323.40	N
043389	07-27-2023	22597	IXL LEARNING	RIO VISTA ISD	002935	S464738 211-00-2110.00-000-400000	C	SITE LICENSE PO233978	5,100.00	N
043335	07-18-2023	22614	CLEBURNE WELDING	DISTRICTWIDE	001118	572011 199-51-6319.00-999-499000	C	maint supplies	16.14	N
				DISTRICTWIDE	001118	2313451 199-51-6319.00-999-499000	C	maint supplies	52.50	N
<b>Check 043335 Total:</b>									<b>68.64</b>	
<b>Vendor 22614 Total:</b>									<b>68.64</b>	
043339	07-18-2023	22661	AMG TECHNOLOGY IN	DISTRICTWIDE	002882	B10000435132 199-51-6259.52-999-499000	C	VOIP/EFAX LINE	1,306.63	N
				DISTRICTWIDE	002882	B10000435132 199-52-6259.00-999-499000	C	VOIP/EFAX LINE	1,306.62	N
<b>Check 043339 Total:</b>									<b>2,613.25</b>	
<b>Vendor 22661 Total:</b>									<b>2,613.25</b>	
043338	07-18-2023	22672	LEASOR CRASS, PC	RIO VISTA ISD	002876	19699 199-00-2110.00-000-400000	C	LEGAL SERVICES	632.50	N
043361	07-25-2023	22769	UNIVERSITY INTERSC	DISTRICTWIDE	002917	UIL 199-36-6499.23-999-499000	C	UIL MEMBERSHIP FEE	2,600.00	N
043341	07-18-2023	22795	SOLANO TRUCK REPA	DISTRICTWIDE	002877	MULTIPLE 199-34-6249.00-999-499000	C	BUS INSPECTIONS	280.00	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
043345	07-19-2023	22982	MTS PUBLICATIONS	RIO VISTA ISD	002885	7142 199-00-2110.00-000-400000	C	PO 234028	41.00	N
003567	07-20-2023	23047	JOEY FOWLER	DISTRICTWIDE	002909	32728 623-81-6629.00-999-499000	D	SEWER REPAIR	2,695.00	N
003583	07-27-2023	23047	JOEY FOWLER	RV ELEMENTARY S	002943	32730 623-81-6629.00-101-400000	D	CEMENT-ELEM	2,850.00	N
003615	08-10-2023	23047	JOEY FOWLER	DISTRICTWIDE	002996	32734 623-81-6629.00-999-499000	D	ADMIN SIDEWALKS	7,655.00	N
<b>Vendor 23047 Total:</b>									<b>13,200.00</b>	
003578	07-24-2023	23071	PINNACLE BANK	RV ELEMENTARY S	002988	623-81-6629.00-101-400000	D	FRONTIER	1,500.00	N
				RV ELEMENTARY S	002988	623-81-6629.00-101-400000	D	COWTOWN	1,307.72	N
<b>Check 003578 Total:</b>									<b>2,807.72</b>	
043349	07-24-2023	23071	PINNACLE BANK	RIO VISTA ISD	002901	MULTIPLE 199-00-2110.00-000-400000	C	MULTIPLE-SEE PA FORM	1,237.98	N
				RIO VISTA ISD	002901	MULTIPLE 211-00-2110.00-000-400000	C	LA QUINTA-PD TRAVEL	103.79	N
				RIO VISTA ISD	002901	MULTIPLE 865-00-2110.00-000-400000	C	PO 234099	215.99	N
<b>Check 043349 Total:</b>									<b>1,557.76</b>	
<b>Vendor 23071 Total:</b>									<b>4,365.48</b>	
043390	07-27-2023	23256	COMPLETE SUPPLY IN	DISTRICTWIDE	001120	320109 199-51-6319.96-999-499000	C	custodial supplies	541.83	N
				DISTRICTWIDE	001120	319158 199-51-6319.96-999-499000	C	custodial supplies	243.94	N
<b>Check 043390 Total:</b>									<b>785.77</b>	
<b>Vendor 23256 Total:</b>									<b>785.77</b>	
043375	07-26-2023	23292	KELSEY COBB	RV MIDDLE SCHOO	234194	4151 462-36-6499.00-041-499000	C	flight school shirts	552.50	N
002223	07-14-2023	23373	HEALTH IMAGING PAR	DISTRICTWIDE	003020	753-41-6499.00-999-499000	D	KARISMA CASTILLO	392.49	N
003610	08-10-2023	23394	A+ FLOOR INSTALLER	RV ELEMENTARY S	002993	4051 623-81-6629.00-101-400000	D	VINYL/GLUE/LABOR	886.79	N
043359	07-25-2023	23417	PRAIRIELANDS GROU	DISTRICTWIDE	002914	2023-0499 199-51-6259.01-999-499000	C	SETTLEMENT AGREEMEN	71.84	N
043391	07-27-2023	23457	C & P ELECTRICAL SY	DISTRICTWIDE	234206	AGBARN 199-51-6249.00-999-499000	C	elec repairs	7,428.12	N
003605	08-10-2023	23595	BENCHMARK BUILDIN	RV ELEMENTARY S	234144	2422-0001 623-81-6629.00-101-400000	D	BOND/RENO	9,980.00	N
043343	07-19-2023	23623	CLEBURNE LAWN EQU	RIO VISTA ISD	002883	00017752 199-00-2110.00-000-400000	C	DAMPER PART	44.43	N
043329	07-12-2023	23642	NATIONAL BUS SALES	DISTRICTWIDE	456789	6288-61 199-34-6631.00-999-499000	C	2022 FREIGHTLINER 52 PA	255,425.00	N
043353	07-25-2023	23719	AU CONCEPTS & DESI	RV HIGH SCHOOL	234148	SO0076106 199-36-6395.10-001-4910BA	C	FOOTBALL	2,654.50	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
043392	07-27-2023	23726	STAR AC SUPPLY	DISTRICTWIDE	001115	95452-1 199-51-6319.00-999-499000	C	AC Supply	120.36	N
003565	07-13-2023	23763	Frontier Access LLC	RV ELEMENTARY S	002898	1510083 623-81-6629.00-101-400000	D	ROLL OFF DUMPSTER	974.76	N
003575	07-20-2023	23763	Frontier Access LLC	RV ELEMENTARY S	002908	1558328 623-81-6629.00-101-400000	D	DUMPSTER RENTAL	544.62	N
<b>Vendor 23763 Total:</b>									<b>1,519.38</b>	
043354	07-25-2023	23892	Canon Financial	DISTRICTWIDE	002910	30900781 199-71-6513.02-999-499000	C	MONTHLY LEASE	2,107.88	N
043380	07-27-2023	23900	London Allen	RV MIDDLE SCHOO	234189	199-36-6399.18-041-4990GA	C	CHEER CAMP	1,350.00	N
043376	07-26-2023	23901	Brandon Vaughn	SCHOOL BOARD	234158	11032043 199-41-6499.00-702-499000	C	Board Meal	275.00	N
003585	07-27-2023	24011	Department of State Hea	RV ELEMENTARY S	002946	2023002751 623-81-6629.00-101-400000	D	ASBESTOS ABATEMENT E	330.00	N
043377	07-26-2023	24023	Alan Lowman	RV MIDDLE SCHOO	234179	4891 211-11-6399.02-041-424000	C	Lowman Consulting Online 2	2,250.00	N
003557	07-13-2023	24093	A PLUS FLOOR INSTA	RV ELEMENTARY S	002888	152 623-81-6629.00-101-400000	D	VCT GLUE/COVE BASE	2,666.04	N
003587	07-27-2023	24093	A PLUS FLOOR INSTA	RV ELEMENTARY S	234142	4036 623-81-6629.00-101-400000	D	WALL TILE-ELEM	10,549.78	N
<b>Vendor 24093 Total:</b>									<b>13,215.82</b>	
003588	07-27-2023	24098	L & L CONCRETE COA	RV ELEMENTARY S	234155	1869 623-81-6629.00-101-400000	D	ELEM RESTROOM EPOXY	7,350.00	N
003607	08-10-2023	24110	BD HOLT CO	RV ELEMENTARY S	002990	WIMD0044332 623-81-6629.00-101-400000	D	SKIDSTEER REPAIRS	1,483.41	N
043393	07-27-2023	24133	CODY CRISP	DISTRICTWIDE	234207	1210289312 199-51-6249.00-999-499000	C	hvac repairs	475.00	N
				DISTRICTWIDE	234207	1210289317 199-51-6249.00-999-499000	C	hvac repairs	712.50	N
<b>Check 043393 Total:</b>									<b>1,187.50</b>	
<b>Vendor 24133 Total:</b>									<b>1,187.50</b>	
043348	07-19-2023	24138	TEXAS INDUSTRIAL V	RV HIGH SCHOOL	258963	HOBBS 199-11-6495.00-001-422000	C	CONFERENCE REGISTRA	695.00	N
002224	07-06-2023	24220	RealPerformance Physic	DISTRICTWIDE	003021	753-41-6499.00-999-499000	D	KARISMA CASTILLO	166.27	N
003561	07-13-2023	24234	CMJ ENGINEERING &	RIO VISTA ISD	002894	236000038 623-00-2110.00-000-400000	D	ENGINEERING/DIRT WOR	10,445.00	N
003559	07-13-2023	24256	CLINT COLVIN	RV ELEMENTARY S	002891	1004 623-81-6629.00-101-400000	D	CONSTRUCTION MGMT	20,781.25	N
003572	07-20-2023	24272	BUILDING CODE CONS	RIO VISTA ISD	002902	5572 623-00-2110.00-000-400000	D	PLAN REVIEW	6,500.00	N
003612	08-10-2023	24274	RATTLER ROCK INC	RV ELEMENTARY S	002994	144373 623-81-6629.00-101-400000	D	ROAD BY AG BARN	1,037.89	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
003569	07-20-2023	24281	SUPERIOR REMODELI	RV ELEMENTARY S	002906	10083 623-81-6629.00-101-400000	D	EXTERIOR PAINT-ELEM	8,000.00	N
003582	07-27-2023	24281	SUPERIOR REMODELI	RV ELEMENTARY S	234209	10084 623-81-6629.00-101-400000	D	BOND/RENO	5,000.00	N
003590	07-27-2023	24281	SUPERIOR REMODELI	RV ELEMENTARY S	234209	10085 623-81-6629.00-101-400000	D	BOND/RENO	8,000.00	N
003614	08-10-2023	24281	SUPERIOR REMODELI	RV ELEMENTARY S	234209	10087 623-81-6629.00-101-400000	D	EXTERIOR PAINTING	7,500.00	N
<b>Vendor 24281 Total:</b>									<b>28,500.00</b>	
043378	07-26-2023	24282	READING HORIZONS	RIO VISTA ISD	002934	55816 211-00-2110.00-000-400000	C	READING HORIZONS PHO	30,625.45	N
003558	07-13-2023	24286	GILBERT ENVIRONME	RV ELEMENTARY S	002892	110759 623-81-6629.00-101-400000	D	PORTA POTTY	110.00	N
003556	07-13-2023	24287	TCC TRUCKING, LLC	RV ELEMENTARY S	002890	3336 623-81-6629.00-101-400000	D	MATERIA & TRUCKING CO	7,000.00	N
003611	08-10-2023	24288	UNITED INTERIORS	RV ELEMENTARY S	234156	70933 623-81-6629.00-101-400000	D	TOILET PARTITION	15,364.00	N
003568	07-20-2023	24291	STURGIS ENTERPRISE	RV ELEMENTARY S	234153	80348 623-81-6629.00-101-400000	D	ELEM HVAC	205,450.00	N
003563	07-13-2023	24292	LAYLAND PLUMBING I	RV ELEMENTARY S	002896	41462 623-81-6629.00-101-400000	D	FIXTURE REMOVAL/INSTA	2,178.00	N
003576	07-20-2023	24295	MADDOX INDUSTRIAL	RV ELEMENTARY S	002905	SO92766 623-81-6629.00-101-400000	D	ELECTRICAL-ELEM BOND	5,383.92	N
003570	07-20-2023	24296	RELIABLE POWER SOL	RV ELEMENTARY S	002907	154 623-81-6629.00-101-400000	D	ELECTRICAL LABOR-ELE	357.50	N
003609	08-10-2023	24296	RELIABLE POWER SOL	RV ELEMENTARY S	002992	156 623-81-6629.00-101-400000	D	LABOR-ELEM	715.00	N
<b>Vendor 24296 Total:</b>									<b>1,072.50</b>	
043379	07-26-2023	24297	TERESA VAUGHN	SUPERINTENDENT/	234176	015855 199-41-6399.00-701-499000	C	Mail- Legal Documents-Tax	14.10	N
043394	07-31-2023	24299	T DEVER MOTIVATION	SUPERINTENDENT/	234221	 199-41-6499.00-701-499000	C	CONVOCATION SPEAKER	3,500.00	N
003586	07-27-2023	24301	THE HANOVER INSUR	RV ELEMENTARY S	002947	1527192875-001- 623-81-6629.00-101-400000	D	BOND POLICY	6,351.00	N
043405	08-03-2023	24302	CHRISTOPHER THOM	DISTRICTWIDE	234223	 199-34-6319.00-999-499000	C	CONES FOR ELEM	900.00	N
<b>Grand Total:</b>									<b>1,055,617.59</b>	

End of Report

**RIO VISTA INDEPENDENT SCHOOL DISTRICT  
GENERAL FUND FINANCIAL STATEMENT**

**as of July 31, 2023**

	CURRENT YEAR 2023-2024			
	Original Budget	Amended Budget	Actual Budget	Actual to Budget
<b>REVENUES:</b>				
Local and Intermediate Sources	\$ 4,361,800	\$ -	\$ 36,162	0.83%
State Program Revenues	\$ 8,087,730	\$ -	-	0.00%
Federal Program Revenues	\$ 140,000	\$ -	\$ 2,396	1.71%
Other Resources	\$ -	\$ -	-	0.00%
<b>Total Revenues</b>	<b>\$ 12,589,530</b>	<b>\$ -</b>	<b>\$ 38,558</b>	<b>0.31%</b>
<b>EXPENDITURE SUMMARY BY FUNCTION:</b>				
11 - Instructional	\$ 6,312,023	\$ -	\$ 59,440	0.94%
12 - Instructional Resources and Media Services	\$ 7,200	\$ -	-	0.00%
13 - Curriculum and Instructional Staff Development	\$ 71,261	\$ -	\$ 4,886	6.86%
21 - Instructional Leadership	\$ 1,002	\$ -	\$ 475	47.41%
23 - School Leadership	\$ 651,441	\$ -	\$ 53,029	8.14%
31 - Guidance, Counseling and Evaluation	\$ 274,377	\$ -	\$ 19,896	7.25%
32 - Social Work Services	\$ -	\$ -	-	0.00%
33 - Health Services	\$ 12,900	\$ -	-	0.00%
34 - Student Transportation	\$ 587,854	\$ -	\$ 259,687	44.18%
36 - Cocurricular/Extra Curricular Activities	\$ 566,534	\$ -	\$ 24,467	4.32%
41 - General Administration	\$ 642,007	\$ -	\$ 39,993	6.23%
51 - Plant Maintenance and Facility Services	\$ 1,728,893	\$ -	\$ 63,633	3.68%
52 - Security and Monitoring Services	\$ 290,070	\$ -	\$ 9,522	3.28%
53 - Data Processing Services	\$ 273,262	\$ -	\$ 16,159	5.91%
61 - Community Services	\$ -	\$ -	-	0.00%
71 - Debt Service	\$ 356,587	\$ -	\$ 2,108	0.59%
81 - Facilities, Acquisition & Construction	\$ -	\$ -	-	0.00%
93 - Payments Shared	\$ 590,500	\$ -	-	0.00%
99 - Other intergovernmental Charges	\$ 62,000	\$ -	-	0.00%
00 - Other Uses	\$ -	\$ -	-	0.00%
<b>Total Expenditures</b>	<b>\$ 12,427,911</b>	<b>\$ -</b>	<b>\$ 553,295</b>	<b>4.45%</b>
<b>EXPENDITURE SUMMARY BY OBJECT CODE:</b>				
61XX - Payroll Costs	\$ 8,683,410		\$ 254,841	2.93%
62XX - Professional and Contracted Services	\$ 1,123,397		\$ 16,803	1.50%
63XX - Supplies and Materials	\$ 774,860		\$ 16,233	2.09%
64XX - Other Operating Expenses	\$ 1,098,057		\$ 7,885	0.72%
65XX - Debt Service - Principal	\$ 356,587		\$ 2,108	0.59%
66XX - Capital Outlay Expenses	\$ 391,600		\$ 255,425	65.23%
8XXX - Other Uses	\$ -	\$ -	-	0.00%
<b>Total Expenditures</b>	<b>\$ 12,427,911</b>	<b>\$ -</b>	<b>\$ 553,295</b>	<b>4.45%</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>\$ 161,619</b>	<b>\$ -</b>	<b>\$ (514,737)</b>	

**RIO VISTA INDEPENDENT SCHOOL DISTRICT  
CHILD NUTRITION FUND FINANCIAL STATEMENT**

as of July 31, 2023

	CURRENT YEAR 2023-2024			
	Original Budget	Amended Budget	Actual	Actual to Budget
<b>REVENUES:</b>				
Local and Intermediate Sources	\$ 149,000	\$ -	\$ -	0.00%
State Program Revenues	\$ -	\$ -	\$ -	0.00%
Federal Program Revenues	260,000	-	23,361	8.99%
Other Resources 199 Fund Balance	\$ -	\$ -	\$ -	0.00%
<b>Total Revenues</b>	<b>\$ 409,000</b>	<b>\$ -</b>	<b>\$ 23,361</b>	<b>5.71%</b>
<b>EXPENDITURES:</b>				
35 - Food Services	\$ 642,394	\$ -	\$ -	0.00%
51 - Plant Maintenance and Facility Service	\$ -	\$ -	\$ -	0.00%
Other Uses	\$ -	\$ -	\$ -	-
<b>Total Expenditures</b>	<b>\$ 642,394</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>EXPENDITURE SUMMARY BY OBJECT CODE:</b>				
61XX - Payroll Costs	\$ 249,884	\$ -	\$ -	0.00%
62XX - Professional and Contracted Services	2,160	\$ -	\$ -	0.00%
63XX - Supplies and Materials	385,800	\$ -	\$ -	0.00%
64XX - Other Operating Expenses	1,550	\$ -	\$ -	0.00%
66XX - Capital Outlay Expenses	3,000	\$ -	\$ -	0.00%
<b>Total Expenditures</b>	<b>\$ 642,394</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>\$ (233,394)</b>	<b>\$ -</b>	<b>\$ 23,361</b>	

**RIO VISTA INDEPENDENT SCHOOL DISTRICT**  
**DEBT SERVICE FUND FINANCIAL STATEMENT**  
**as of July 31, 2023**

	CURRENT YEAR 2023-2024			
	Original Budget	Amended Budget	Actual Budget	Actual to Budget
<b>REVENUES:</b>				
Local and Intermediate Sources	\$ 1,241,115	\$ -	\$ 9,785	0.79%
State Program Revenues	\$ 136,880	\$ -	-	0.00%
Other Resources	\$ -	\$ -	-	0.00%
<b>Total Revenue</b>	<b>\$ 1,377,995</b>	<b>\$ -</b>	<b>\$ 9,785</b>	<b>0.71%</b>
<b>EXPENDITURES:</b>				
71 - Debt Services	\$ 1,377,995	\$ -	-	0.00%
Other Uses	\$ -	\$ -	-	-
<b>Total Expenditures</b>	<b>\$ 1,377,995</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>EXPENDITURE SUMMARY BY OBJECT CODE:</b>				
61XX - Payroll Costs	\$ -	\$ -	-	0.00%
62XX - Professional and Contracted Services	\$ -	\$ -	-	0.00%
63XX - Supplies and Materials	\$ -	\$ -	-	0.00%
64XX - Other Operating Expenses	\$ -	\$ -	-	0.00%
65XX - Debt Services	\$ 1,377,995	\$ -	-	0.00%
Other Uses	\$ -	\$ -	-	0.00%
<b>Total Expenditures</b>	<b>\$ 1,377,995</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,785</b>	

Check #	Date	VENDOR	EXPENSE AMOUNT	REASON FOR EXPENSE	Personnel	Furniture/Equip Instruction	Misc Op Fees	Architect	Tests and Inspections	Bldg Purch/Construction Elementary	Bldg Purch/Construction	Furniture Equip non instruction
1	2/28/2023	King Consultants	\$3,875.00	Asbestos Report					\$3,875.00			
2	02/27/2023	Topographic, Co	\$35,950.00	topographic and boundary surveys					\$35,950.00			
3	03/08/2023	Rio Vista ISD	\$77,029.83	Reimbursed general fund (below)			\$14,029.84	\$13,000.00		\$49,999.99		
4	03/08/2023	Rio Vista ISD	\$10,725.00	sewer line repair elementary						\$10,725.00		
5	03/21/2023	Michael W Marrs Architect	\$16,875.00	Play Gym-storm shelter				\$16,875.00				
6	03/21/2023	Michael W Marrs Architect	\$21,375.00	Elem addition				\$21,375.00				
3500	04/06/2023	Topographic, Co	\$3,435.00	Schematic Design					\$3,435.00			
3501	04/12/2023	Rick's Plumbing	\$8,025.00	sewer line repair elementary						\$8,025.00		
direct debit	03/31/2023	Pinnacle Bank	\$139.59	checks for account			\$139.59					
3502	04/20/2023	CMJ Engineering	\$6,422.00	fieldhouse-lab and exploration						\$6,422.00		
3508	04/20/2023	Texas Pro Roofing, LLC	\$4,450.00	Elem Parking Lot Striping and clean up						\$4,450.00		
3504	04/27/2023	C & H Custom Cabinets & Construction	\$20,781.25	Elem addition partial payment						\$20,781.25		
3505	04/27/2023	Home Depot	\$3,335.78	rentals and materials							\$3,335.78	
3506	04/27/2023	Joey Fowler	\$14,875.00	Concrete near Football field							\$14,875.00	
3507	04/27/2023	Rick's Plumbing	\$1,225.00	Elem map and locate						\$1,225.00		
3509	05/02/2023	Joey Fowler	\$24,366.00	Concrete near baseball field							\$24,366.00	
3510	05/04/2023	Joey Fowler	\$10,768.00	Concrete near baseball field							\$10,768.00	
3512	05/08/2023	Sherwin Williams	\$266.34	Paint							\$266.34	
3511	05/08/2023	Topographic Co	\$6,870.00	surveys					\$6,870.00			
3513	05/18/2023	Rio Vista ISD	\$1,216.81	April payroll	\$1,216.81							
3516	05/18/2023	Thompson Pipe Group	\$2,936.88	culvert							\$2,936.88	
3515	05/18/2023	Bennett Printing	\$154.00	requisition forms			\$154.00					
combined 3521	05/18/2023	Rick's Plumbing	\$1,225.00	map sewer line							\$1,225.00	
3517	05/26/2023	Prime Source	\$3,200.89	labor						\$3,200.89		
3518	05/26/2023	C & H Custom Cabinets & Construction	\$20,781.25	Elem addition partial payment						\$20,781.25		
3524	06/02/2023	City of Rio Vista	\$2,000.00	sewer lap repair elem						\$2,000.00		
3519	06/02/2023	Prime Source	\$4,922.42	labor	\$4,922.42							
3520	06/02/2023	Michael W Marrs Architect	\$150,400.00	elementary addition				\$150,400.00				
3522	06/02/2023	Moore Supply	\$487.77	retention pond materials						\$487.77		
3523	06/02/2023	Topographic	\$3,200.00	surveys					\$3,200.00			
3521	6022023	Rick's Plumbing	\$14,250.00	down payment-sewer pipe						\$14,250.00		
3525	06/08/2023	A PLUS FLOOR	\$20,403.86	ELEM FLOORING						\$20,403.86		
3526	06/08/2023	HOLT CAT	\$74,732.42	TRACK LOADER								\$74,732.42
3527	06/08/2023	Michael W Marrs Architect	\$19,000.00	ELEM ADDITION				\$19,000.00				
3528	06/08/2023	TOTAL CONSTRUCTION	\$15,000.00	DEMO ELEM BKBL COURT						\$15,000.00		
3529	06/15/2023	LONE STAR NEWS GROUP	\$616.00	ELEM BLDG REQUIRED POSTINGS			\$616.00					
3530	06/15/2023	PRIME SOURCE	\$4,938.88	LABOR	\$4,938.88							
3531	06/15/2023	A PLUS FLOOR-VOIDED CK	\$10,008.57	BOXES OF TARKETT								
3532	06/15/2023	SUNBELT RENTALS	\$11,459.04	ELEM DOZER/DUMP TRUCK RENTAL						\$11,459.04		
3533	06/21/2023	C&H CUSTOM CABINETS	\$20,781.25	CONSTRUCTION MGMT						\$20,781.25		
3534	06/21/2023	PRIME SOURCE	\$4,717.96	CONTRACT LABOR	\$4,717.96							
3535	06/21/2023	AMAZON	\$6,799.60	STORAGE CABINETS		\$6,799.60						
3536	06/21/2023	CMJ ENGINEERING	\$7,922.00	EARTHWORK					\$7,922.00			
3537	06/21/2023	RVISD	\$8,629.74	REIMBURSE GF	\$8,629.74							
3538	06/28/2023	A PLUS FLOOR	\$10,008.57	ELEMENTARY FLOORING						\$10,008.57		
3539	06/22/2023	SUPERIOR REMODLING	\$1,800.00	PAINT						\$1,800.00		
3540	06/29/2023	SUNBELT RENTALS	\$1,897.12	TILE STRIPPER						\$1,897.12		
3541	06/29/2023	CMJ ENGINEERING	\$1,953.00	EARTHWORK ANALYSIS			\$1,953.00					
3542	06/29/2023	SUNBELT RENTALS	\$558.37	BUGGY RENTAL						\$558.37		
3543	06/29/2023	PRIME SOURCE	\$10,325.76	CONTRACT LABOR						\$10,325.76		
3544	06/29/2023	A PLUS FLOOR	\$519.60	VCT GLUE						\$519.60		
3545	06/29/2023	SUPERIOR REMODLING	\$2,500.00	CAFETERIA REPAINT						\$2,500.00		
3546	06/29/2023	HOME DEPOT	\$1,354.66	SUPPLIES						\$1,354.66		
3547	06/29/2023	SHERWIN WILLIAMS	\$3,137.53	PAINT						\$3,137.53		
3548	06/29/2023	HEADSTRONG ENVIRONMENTAL	\$8,900.00	ASBESTOS ABATEMENT						\$8,900.00		
3549	07/05/2023	SUPERIOR REMODLING	\$4,500.00	ELEM CLASSROOM PAINTING						\$4,500.00		
3550	07/05/2023	A PLUS FLOOR-VOIDED CK	\$0.00	VOID								
3551	07/05/2023	AARON NEWMAN	\$18,570.00	MATERIAL DEPOSIT						\$18,570.00		
3552	07/05/2023	FRONTIER WASTE	\$262.25	DUMPSTER RENTAL						\$262.25		
3553	07/05/2023	A PLUS FLOOR	\$51,802.04	VINYL PLANK INSTALL						\$51,802.04		
3554	07/05/2023	MURPHY SCOTT	\$3,717.31	FUEL/DIESEL						\$3,717.31		

Check #	Date	VENDOR	EXPENSE AMOUNT	REASON FOR EXPENSE	Personnel	Furniture/Equip Instruction	Misc Op Fees	Architect	Tests and Inspections	Bldg Purch/Construction Elementary	Bldg Purch/Construction	Furniture Equip non instruction
3555	07/13/2023	TOTAL CONSTRUCTION	\$91,500.00	100 X 300 PAD & MATERIALS						\$91,500.00		
3556	07/13/2023	TCC TRUCKING	\$7,000.00	TRUCKING/MATERIAL						\$7,000.00		
3557	07/13/2023	A PLUS FLOOR	\$2,666.04	VCT GLUE/CONEBASE GRAY						\$2,666.04		
3558	07/13/2023	GILBERT ENVIRONMENTAL	\$110.00	PORT-A-POTTY						\$110.00		
3559	07/13/2023	C&H CUSTOM CABINETS	\$20,781.25	ELEM CONSTRUCTION MGMT						\$20,781.25		
3560	07/13/2023	LONE STAR NEWS GROUP	\$1,227.00	REQUIRED POSTINGS			\$1,227.00					
3561	07/13/2023	CMJ ENGINEERING	\$10,445.00	ENGINEERING			\$10,445.00					
3562	07/13/2023	PRIME SOURCE	\$13,244.47	CONTRACT LABOR						\$13,244.47		
3563	07/13/2023	LAYLAND PLUMBING	\$2,178.00	FIXTURE REMOVAL/INSTALLATION						\$2,178.00		
3564	07/13/2023	KING CONSULTANTS	\$5,400.00	ASBESTOS ABATEMENT						\$5,400.00		
3565	07/13/2023	FRONTIER WASTE	\$974.76	DUMPSTER RENTAL						\$974.76		
3566	07/13/2023	RICK'S PLUMBING	\$30,427.50	PLUMBING			\$30,427.50					
3567	07/20/2023	JOEY FOWLER	\$2,695.00	TERIAL/LABOR-SEWER LINE CONCRETE			\$2,695.00					
3568	07/20/2023	STURGIS ENTERPRISES	\$205,450.00	HVAC INSTALLATION						\$205,450.00		
3569	07/20/2023	SUPERIOR REMODLING	\$8,000.00	EXTERIOR PAINTING						\$8,000.00		
3570	07/20/2023	RELIABLE POWER SOLUTIONS	\$357.50	ELEM STAGE ELECTRICAL						\$357.50		
3571	07/20/2023	LAYLAND PLUMBING	\$10,522.00	PLUMBING						\$10,522.00		
3572	07/20/2023	BUILDING CODE CONSULTING	\$6,500.00	PLAN REVIEWS						\$6,500.00		
3573	07/20/2023	COWTOWN MATERIALS	\$1,543.63	SUPPLIES & MATERIALS						\$1,543.63		
3574	07/20/2023	PRIME SOURCE	\$7,228.86	CONTRACT LABOR						\$7,228.86		
3575	07/20/2023	FRONTIER WASTE	\$544.62	ROLL OFF DUMPSTER						\$544.62		
3576	07/20/2023	MADDOX INDUSTRIAL	\$5,383.92	TRANSFORMER & MATERIALS						\$5,383.92		
3577	07/20/2023	SUNBELT RENTALS	\$14,055.39	MACHINE EQUIP/RENTALS						\$14,055.39		
3578	07/24/2023	PINNACLE BANK	\$2,807.72	COWTOWN MATERIALS & FRONTIER						\$2,807.72		
3579	07/27/2023	RICK'S PLUMBING	\$21,725.00	LC/ADMIN WATER LINE REPLACEMENT			\$21,725.00					
3580	07/27/2023	PRIME SOURCE	\$5,867.07	CONTRACT LABOR						\$5,867.07		
3581	07/27/2023	SHERWIN WILLIAMS	\$4,512.09	PAINT						\$4,512.09		
3582	07/27/2023	SUPERIOR REMODLING	\$5,000.00	EXTERIOR PAINTING						\$5,000.00		
3583	07/27/2023	JOEY FOWLER	\$2,850.00	CEMENT OVER SEWER						\$2,850.00		
3584	07/27/2023	SUNBELT RENTALS	\$976.85	EQUIPMENT RENTAL						\$976.85		
3585	07/27/2023	TX DEPT OF STATE HEALTH SVC	\$330.00	ASBESTOS ELEM						\$330.00		
3586	07/27/2023	THE HANOVER INSURANCE GROUP	\$6,351.00	BUILDERS RISK INSURANCE						\$6,351.00		
3587	07/27/2023	A PLUS FLOOR	\$10,549.78	ALUMINUM & WALL TILE						\$10,549.78		
3588	07/27/2023	L&L CONCRETE	\$7,350.00	CONCRETE & FLOOR EPOXY ELEM						\$7,350.00		
3589	07/27/2023	HOME DEPOT	\$2,273.44	MATERIALS FOR ELEM						\$2,273.44		
3590	07/27/2023	SUPERIOR REMODLING	\$8,000.00	EXTERIOR PAINTING						\$8,000.00		
3591	08/04/2023	MURPHY SCOTT	\$1,697.31	FUEL/DIESEL			\$1,697.31					
3592	08/04/2023	RICK'S PLUMBING	\$3,419.75	SEWER REPAIR			\$3,419.75					
3593	08/04/2023	RICK'S PLUMBING	\$6,285.00	WATER LEAK REPAIR			\$6,285.00					
3594	08/04/2023	RICK'S PLUMBING	\$13,690.00	SEWER-ASPHALT CUT			\$13,690.00					
3595	08/04/2023	SHERWIN WILLIAMS	\$946.28	PAINT-ELEM						\$946.28		
3596	08/04/2023	PRIME SOURCE	\$6,709.83	CONTRACT LABOR						\$6,709.83		
3597	08/04/2023	AARON NEWMAN	\$18,570.00	CABINETS						\$18,570.00		
3598	08/04/2023	SUNBELT RENTALS	\$162.00	EQUIPMENT RENTAL						\$162.00		
3599	08/04/2023	GILBERT ENVIRONMENTAL	\$110.00	PORTABLE TOILET						\$110.00		
3600	08/04/2023	FRONTIER WASTE	\$604.75	ROLL OFF DUMPSTER						\$604.75		
3601	08/04/2023	RATTLER ROCK	\$1,679.02	ELEM DRIVEWAYS						\$1,679.02		
3602	08/04/2023	TOTAL CONSTRUCTION	\$10,962.00	PAYMENT & PERFORMANCE BOND						\$10,962.00		
3603	08/04/2023	SUPERIOR REMODLING	\$5,000.00	EXTERIOR PAINTING						\$5,000.00		
3604	08/04/2023	COWTOWN MATERIALS	\$7,806.40	CEILING TILE						\$7,806.40		
3605	08/10/2023	BENCHMARK BUILDING&CONST	\$9,980.00	BOND CHG ORDER						\$9,980.00		
3606	08/10/2023	SUNBELT RENTALS	\$8,690.79	EQUIPMENT RENTAL						\$8,690.79		
3607	08/10/2023	HOLT CAT	\$1,483.41	SKIDSTEER REPAIRS						\$1,483.41		
3608	08/10/2023	AIRMASTERS	\$900.00	ELEM CAFE DUCT WORK						\$900.00		
3609	08/10/2023	RELIABLE POWER SOLUTIONS	\$715.00	LABOR						\$715.00		
3610	08/10/2023	A+ FLOOR INSTALLERS	\$886.79	VINYL/GLUE/LABOR						\$886.79		
3611	08/10/2023	UNITED INTERIORS	\$15,364.00	TOILET PARTITION & INSTALL						\$15,364.00		
3612	08/10/2023	RATTLER ROCK	\$1,037.89	ROAD BY AG BARN						\$1,037.89		
3613	08/10/2023	PRIME SOURCE	\$11,259.79	CONTRACT LABOR						\$11,259.79		
3614	08/10/2023	SUPERIOR REMODLING	\$7,500.00	EXTERIOR PAINTING						\$7,500.00		
3615	08/10/2023	JOEY FOWLER	\$15,230.00	ADMIN SIDEWALK/PARKING TRENCHES			\$15,230.00					

Check #	Date	VENDOR	EXPENSE AMOUNT	REASON FOR EXPENSE	Personnel	Furniture/Equip Instruction	Misc Op Fees	Architect	Tests and Inspections	Bldg Purch/Construction Elementary	Bldg Purch/Construction	Furniture Equip non instruction	
3616	08/10/2023	ATLAS FOUNDATION	\$9,260.00	ELEM PILINGS						\$9,260.00			
3617	08/10/2023	TOPOGRAPHIC, CO	\$33,720.00	CD/PERMIT/DESIGN DEVEL			\$33,720.00						
3618	08/10/2023	BENCHMARK BUILDING&CONST	\$9,987.45	CONCESSION LETTERING			\$9,987.45						
3619	08/14/2023	PINNACLE BANK	\$527.82	AIRMASTERS & ADA SIGNS						\$527.82			
3620	08/17/2023	JOEY FOWLER	\$11,675.00	SIDEWALK FROM FB TO BASEBALL			\$11,675.00						
3621	08/17/2023	RICK'S PLUMBING SERVICE USA	\$2,150.00	FROST PROOF HOSE BIB						\$2,150.00			
3622	08/17/2023	Lynk Automation LLC	\$9,544.11	SPEAKER INSTALL ELEM						\$9,544.11			
3623	08/17/2023	SHERWIN WILLIAMS	\$2,600.84	ELEM PAINT SUPPLIES						\$2,600.84			
3624	08/17/2023	ELLIOTT ELECTRIC SUPPLY	\$460.61	ELEC SUPPLIES ELEM						\$460.61			
3625	08/17/2023	& H CUSTOM CABINETS & CONSTRUCTI	\$20,781.25	CONSTRUCTION MGMT						\$20,781.25			
3626	08/17/2023	CMJ ENGINEERING, INC	\$2,747.00	ELEM GYM ENGINEERING						\$2,747.00			
3627	08/17/2023	LAYLAND PLUMBING INC	\$4,628.85	RELOCATE SEWER LINE						\$4,628.85			
3628	08/17/2023	RIO VISTA HARDWARE	\$22.98	SELF DRILLING SCREWS						\$22.98			
3629	08/17/2023	SUNBELT RENTALS, INC	\$4,974.43	DOZER RENTAL/GYM FENCING						\$4,974.43			
3630	08/17/2023	AES GLASS & MIRROR, LLC	\$3,324.35	PRESS BOX WINDOWS			\$3,324.35						
3631	08/17/2023	VOID	\$0.00										
3632	08/17/2023	UNIVERSITY BUILDING SPECIALTIES	\$23,634.50	DOORS/FRAMES/LOCKSETS/LABOR						\$23,634.50			
3633	08/17/2023	TOTAL CONSTRUCTION	\$80,000.00	PIER DRILLING ELEM						\$80,000.00			
Total			\$652,483.83										
<b>Expenditure Totals by fund</b>					<b>\$24,425.81</b>	<b>\$6,799.60</b>	<b>\$182,440.79</b>	<b>\$220,650.00</b>	<b>\$61,252.00</b>	<b>\$1,061,832.24</b>	<b>\$57,773.00</b>	<b>\$74,732.42</b>	<b>\$1,689,905.86</b>
Appropriations					\$10,000.00	\$500,000.00	\$550,000.00	\$400,000.00	\$500,000.00	\$8,000,000.00	\$1,000,000.00	\$800,000.00	\$11,850,000.00
Balance					\$29,574.19	\$493,200.40	\$167,563.21	\$272,350.00	\$438,748.00	\$6,938,167.76	\$942,227.00	\$425,267.58	\$10,204,519.95

Reimbursed General Fund			
08/11 and 10/26	Michael W Marrs Architect	\$13,000.00	Architect
01/03/2023	DFW Paving	\$49,999.99	Parking Lot
01/11/2023	Johnson County Election	\$14,029.84	Election
03/08/2023	Rick's Plumbing	\$8,025.00	sewer line repair elementary
03/23/2023	Texas Pro Roofing, LLC	\$2,700.00	elementary sidewalk
Total		\$77,029.83	

<b>DAILY TOTALS 08/17/2023</b>					THIS YEAR ATTENDANCE PERCENTAGE	LAST YEAR ATTENDANCE PERCENTAGE	
1st DAY TOTALS	Grade	Current Enrollment ADA	ACTUAL ENROLLMENT COUNT	AVERAGE DAILY ATTENDANCE REPORT SAT2300	8/09 ATTENDANCE PERCENTAGE	22/23 SUMMER PEIMS ATTENDANCE	
51	PRE-K 3 & 4	26	52	94.74%		92.80%	
52	KG	55	55	96.36%		93.105%	
65	1st	67	67	89.55%		94.52%	
82	2nd	85	85	90.59%		95.35%	1 SPEECH
61	3rd	62	62	98.39%		95.23%	1 SPEECH
81	4th	82	82	93.90%		95.896%	
72	5th	74	74	97.30%		95.618%	
464	Elementary	451	477				
67	6th	68	68	97.06%		95.641%	
70	7th	74	74	94.59%		95.422%	
66	8th	67	67	94.03%		95.292%	
203	Middle School	209	209				
67	9th	68	68	100.00%		94.326%	1 SPEECH
64	10th	66	66	100.00%		95.292%	
78	11th	79	79	97.47%		94.617%	
45	12th	37	46	91.89%		94.664%	
254	High School	250	259				
921	TOTAL:	910	945	95.45%		94.946%	
<b>*Started using SAT2300 AUDIT report Daily Enrollment Numbers*</b>							

## Regular Meeting

Monday, July 17, 2023 6:30pm

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

Terry Broumley: Present  
Ronnie Crecelius: Present  
Matt Gilbert: Present  
Brad Greenslade: Present  
RJ Hodges: Present  
Chris Pinyan: Absent  
Cathy Smith: Present

### 1. CALL TO ORDER - Matt Gilbert, Board President

### 2. PRAYER

**Discussion:** Terry Broumley opened up in prayer.

### 3. ROLL CALL

### 4. PUBLIC PARTICIPATION

### 5. CONSENT AGENDA

#### 5.1. Reading and Approval of the Minutes

##### **Action(s):**

I make a motion to approve the minutes for the for the public & regular meeting (s) held on June 19, 2023. This motion, made by RJ Hodges and seconded by Terry Broumley, Passed.

##### **Voting Detail:**

Terry Broumley: Yea  
Ronnie Crecelius: Yea  
Matt Gilbert: Yea  
Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

#### 5.1.1. Additions

#### 5.1.2. Corrections

#### 5.2. Personnel

##### 5.2.1. Employment

##### **Action(s):**

I make a motion to approve the certified position change of Curriculum Director from an 11 month to 12 month contract. This motion, made by RJ Hodges and seconded by Terry Broumley, Passed.

##### **Voting Detail:**

Terry Broumley: Yea

Ronnie Crecelius: Yea  
Matt Gilbert: Yea  
Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

5.2.2. Resignations

**6. Regular Report of the Superintendent- Paul Ryan**

6.1. DISCUSSION

**7. Regular Report of the Assistant Superintendent  
- Jeanne Cobb**

7.1. Enrollment Report and Attendance Report

**8. Regular Report of the Chief Financial Officer**

8.1. Financial Report

8.2. Tax Office Report

**9. Campus Updates- Cassie Lloyd, Michele Drake,  
Stephen Hermesmeier**

**10. Athletic Update - Kasey Black**

**11. Regular Report of the Deputy Superintendent -  
Troy Roberts**

11.1. Bond Construction Update

**12. ACTION**

12.1. Discuss and Consider the 2023-24 RVISD  
Compensation Plan

**Action(s):**

I make a motion to approve the 2023-2024  
Compensation Plan as presented. This motion, made  
by RJ Hodges and seconded by Brad Greenslade,  
Passed.

**Voting Detail:**

Terry Broumley: Yea  
Ronnie Crecelius: Yea  
Matt Gilbert: Yea  
Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

12.2. Discuss, Consider, Approve, and Award  
Bid Proposals for Masonary Construction  
for Select Phases of Rio Vista ISD 2022 Bond  
Projects

**Action(s) :**

I make a motion to recommend approval of Marty Pool for \$92,500.00 with authority to negotiate. This motion, made by Brad Greenslade and seconded by Ronnie Crecelius, Passed.

**Voting Detail:**

Terry Broumley: Yea  
Ronnie Crecelius: Yea  
Matt Gilbert: Yea  
Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

- 12.3. Discuss and Consider giving Superintendent Paul Ryan the authority to hire staff for existing positions for the 2023-2024 school year

**Action(s) :**

I make a motion to give Superintendent Paul Ryan the authority to hire staff for existing positions for the 2023-2024 school year. This motion, made by Ronnie Crecelius and seconded by Brad Greenslade, Passed.

**Voting Detail:**

Terry Broumley: Yea  
Ronnie Crecelius: Yea  
Matt Gilbert: Yea  
Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

- 12.4. Discuss and consider the Johnson County JJAEP MOU for the 2023-2024 school year

**Action(s) :**

I make a motion to approve the Johnson County JJAEP MOU for the 2023-2024 school year as discussed and presented. This motion, made by Brad Greenslade and seconded by Terry Broumley, Passed.

**Voting Detail:**

Terry Broumley: Yea  
Ronnie Crecelius: Yea  
Matt Gilbert: Yea  
Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

12.5. Discuss and Consider the resolution regarding the Extracurricular status of the 4H Organization with Texas A&M Agrilife Extension for the 2023-2024 school year

**Action(s) :**

I make a motion to approve the resolution regarding the Extracurricular status of the 4H Organization with Texas A&M Agrilife Extension for the 2023-2024 school year. This motion, made by Terry Broumley and seconded by Cathy Smith, Passed.

**Voting Detail:**

Terry Broumley:	Yea
Ronnie Crecelius:	Yea
Matt Gilbert:	Yea
Brad Greenslade:	Yea
RJ Hodges:	Yea
Chris Pinyan:	Absent
Cathy Smith:	Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

12.6. Discuss and Consider Health Special Risk Student Insurance for the 2023-2024 school year

**Action(s) :**

I make a motion to approve the Heal Special Risk Student Insurance for the 2023-2024 school year as recommended. This motion, made by RJ Hodges and seconded by Brad Greenslade, Passed.

**Voting Detail:**

Terry Broumley:	Yea
Ronnie Crecelius:	Yea
Matt Gilbert:	Yea
Brad Greenslade:	Yea
RJ Hodges:	Yea
Chris Pinyan:	Absent
Cathy Smith:	Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

12.7. Consider a resolution authorizing the issuance of a maintenance tax note; levying an annual ad valorem tax and providing for the security for and payment of said note; authorizing the execution of a purchase letter; and enacting other provisions relating to the subject

**Action(s) :**

I move to adopt the resolution authorizing the maintenance tax note. This motion, made by Brad Greenslade and seconded by Terry Broumley, Passed.

**Voting Detail:**

Terry Broumley:	Yea
Ronnie Crecelius:	Yea
Matt Gilbert:	Yea

Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

12.8. Consider and Take Action Personnel

12.8.1. Employment

12.8.1.1. Discuss and consider the hiring of a new CFO as a direct level position

**Action(s):**

I make a motion to approve the hiring of a new CFO as a direct level position as recommended by Superintendent Paul Ryan. This motion, made by Brad Greenslade and seconded by Ronnie Crecelius, Passed.

**Voting Detail:**

Terry Broumley: Yea  
Ronnie Crecelius: Yea  
Matt Gilbert: Yea  
Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

**Discussion:** Let the record show that this position is not an assistant superintendent level position. The recommendation for the new CFO position was recommended by Superintendent Paul Ryan, he recommended Megan Schwarz.

12.8.1.2. Discuss and consider the hiring of the Elementary Assistant Principal

**Action(s):**

I make a motion to approve the hiring of the Elementary Assistant Principal as recommended by Superintendent Paul Ryan. This motion, made by RJ Hodges and seconded by Cathy Smith, Passed.

**Voting Detail:**

Terry Broumley: Yea  
Ronnie Crecelius: Yea  
Matt Gilbert: Yea  
Brad Greenslade: Yea  
RJ Hodges: Yea  
Chris Pinyan: Absent  
Cathy Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

**Discussion:** Superintendent Paul Ryan recommended Mark Whitfill for the Elem Asst Principal Position.

12.8.2. Resignations

12.8.3. Assignments

12.8.4. Leave of Absence

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

**Discussion:** The board went into executive session at 8:24pm and returned at 9:09 pm.

14. **ADJOURNMENT**

**Action(s):**

I make a motion to adjourn. This motion, made by RJ Hodges and seconded by Brad Greenslade, Passed.

**Voting Detail:**

Terry Broumley:	Yea
Ronnie Crecelius:	Yea
Matt Gilbert:	Yea
Brad Greenslade:	Yea
RJ Hodges:	Yea
Chris Pinyan:	Absent
Cathy Smith:	Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

**Discussion:** The meeting was adjourned at 9:10pm.

---

Board Secretary

Board President

## Resolution of the Board to Set Tax Rate

Date: August 21, 2023

On this date, we, the Board of Trustees of the Rio Vista Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2023 at a total tax rate of \$ 1.1833, to be assessed and collected by the duly specified assessor and collector as follows:

\$ .7575 for the purpose of maintenance and operations, and

\$ .4258 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Adopted this 21st day of August, 2023, by the Board of Trustees.

\_\_\_\_\_  
President's signature

\_\_\_\_\_  
Secretary's signature



**Fiscal Manual**  
**(Fiscal Guide for District Staff)**  
**2023-2024**

## Table of Contents

<b>Introduction</b> .....	<b>3</b>
<b>Business Office Staff</b> .....	<b>3</b>
<b>Business Office Mission Statement</b> .....	<b>3</b>
<b>Account Codes</b> .....	<b>3</b>
<b>Activity Funds (Campus or Department)</b> .....	<b>3</b>
<b>Activity Accounts (Student Organizations)</b> .....	<b>3</b>
<b>Audits</b> .....	<b>4</b>
<b>Budget Adoption</b> .....	<b>4</b>
<b>Budget Amendments</b> .....	<b>5</b>
<b>Budget Transfers</b> .....	<b>5</b>
<b>Cash/Check Handling</b> .....	<b>5</b>
<b>Check Processing</b> .....	<b>5</b>
<b>Consultants or Contracted Services</b> .....	<b>6</b>
<b>Copiers</b> .....	<b>6</b>
<b>Credit Cards</b> .....	<b>6</b>
<b>Donations and Gifts</b> .....	<b>6</b>
<b>Field Trips, Co-Curricular and Extra-Curricular Travel</b> .....	<b>7</b>
<b>Fiscal Year</b> .....	<b>7</b>
<b>Fixed Assets &amp; Inventory</b> .....	<b>7</b>
<b>Fundraising Activities</b> .....	<b>8</b>
<b>Fraudulent or Other Dishonest Acts</b> .....	<b>8</b>
<b>Gift Cards</b> .....	<b>8</b>
<b>Grants Management (State, Federal or Other Grants)</b> .....	<b>9</b>
<b>Hotel Occupancy Tax Exemption Form</b> .....	<b>9</b>
<b>Invoices</b> .....	<b>10</b>
<b>Payroll Procedures</b> .....	<b>9</b>
<b>Purchasing Deadlines</b> .....	<b>10</b>
<b>Purchase of Food and Non-Food Items</b> .....	<b>Error! Bookmark not defined.</b>
<b>Purchase Requisition and Order Forms</b> .....	<b>10</b>
<b>Purchasing Laws</b> .....	<b>11</b>
<b>Receiving of Goods</b> .....	<b>11</b>
<b>Records Management and Retention</b> .....	<b>11</b>
<b>Rental of facilities</b> .....	<b>Error! Bookmark not defined.</b>
<b>Returned Checks</b> .....	<b>12</b>
<b>Sale of Personal Property – Surplus</b> .....	<b>12</b>
<b>Sales Tax Exemption Form</b> .....	<b>12</b>
<b>Sales Tax Report</b> .....	<b>13</b>
<b>Travel Expense – Advances &amp; Settlements</b> .....	<b>12</b>
<b>Vendors</b> .....	<b>12</b>

## Introduction

This Fiscal Manual, for the school year ending 06-30-2023, has been prepared to provide general information about Rio Vista ISD business functions. Additional information such as forms, guidelines and procedures designed to assist and encourage the district's staff to follow State, Federal and district's policies and rules are available on RVISD website under the *Departments/Business* Tab. Further information may be found within the district's Board Policies on the RVISD website.

If assistance is needed in any area of our business operations, please contact any of the staff members listed below.

### Business Office Staff 817-760-0111

The Business Department staff performs multiple roles; however, adequate controls of separation of duties shall be maintained at all times. The RVISD Business Department staff consists of:

Chief Financial Officer	Megan Schwarz	Extension 1234	mschwarz@rvisd.net
Business Manager	Steven Nazworth	Extension 1230	snazworth@rvisd.net

### Business Office Mission Statement

The Mission of the Rio Vista Independent School District Business Office is to provide support to all District students, staff, parents, and the community and to ensure that all business operations are supportive of the instructional goals and objectives of the district.

### Account Codes

All school districts are mandated to use the account code structure as defined in the Financial Accounting and Reporting (FAR) module of the Financial Accountability Resource Guide (FASRG). The appropriate fund, function, object, organization, fiscal year, and program intent code must be used for all financial transactions. Local use codes, such as the sub-object, shall be in accordance with district procedures.

The account code used for all financial transactions must match the intended expenditure. If funds do not exist in the appropriate account code, a budget amendment and/or transfer shall be submitted to appropriate the necessary funds in the appropriate account. Please notify the business office if this occurs.

Failure to adhere to the required account code structure may result data quality errors in PEIMS reporting and the district's financial statements. Additional consequences may be the loss of funds due to non-compliance with federal and/or state regulations for audit or grant requirements.

### Activity Funds (Campus or Department)

Campus and department activity funds (under the control of the principal or department administrator) shall be collected, receipted, and delivered to the district's business office ready for deposit. Activity funds are managed using a centralized accounting system. A centralized accounting system means that all deposits and expenditures shall be processed through the district business office.

Campus activity funds shall be primarily used to benefit students in accordance with School Board Policy CFD Local. Typical uses for this fund are: field trip fees, awards, student dances, incentives, etc. These funds shall not be used for "gifts" to students and/or staff. Budgeted funds (Fund 199) shall not be used to generate activity funds.

These funds shall be deposited and expended from an Agency Fund (Fund 46X). Activity Fund Manual and Forms can be found on the Business Department Tab on the RVISD website/Departments.

### Activity Accounts (Student Organizations)

*A Student Activity account shall be defined as a trust account for a bona fide student group as evidenced by a Constitution, By-Laws and elected officers.* Student activity funds (Fund 865) under the control of the campus principal and activity sponsor, shall be collected, receipted, and delivered to the business office for deposit. Student

Activity Accounts are managed using a centralized accounting system. All deposits and expenditures under the centralized accounting system shall be made through the district business office.

Student activity funds shall be used exclusively for the benefit of student members of the group. Typical uses include: travel, events, awards, club dances, banquets, supplies, etc. These funds shall be used at the discretion of the student organization through designation of one or more of the student organization officers.

Activity funds shall be audited and must adhere to accepted business practices. Accountability for Student Activity Accounts (trust funds) are extremely high. All Activity Account records must be maintained for a period of 5 years. This includes merchandise logs, receipt logs/books, profit/loss statements, etc. At the end of every school year, the principal or designee, as part of the closeout procedures, shall collect all club records for storage on the campus for 2 years, then at the Records Retention location for the remaining 3 years. New receipt books should be issued to staff members for each fiscal year. Activity Fund Manual and Forms can be found on the Business Department Tab on the RVISD website/Departments

## Audits

Audits may be conducted throughout the fiscal year by business office staff and/or regulatory agencies. Audits may include the annual financial audit, the Single Audit (federal grant funds), activity accounts, petty cash, payroll, attendance accounting, PEIMS, drop-out, state compensatory education, or other audits as deemed appropriate. The two most comprehensive audits are noted below:

### *Annual Financial Audit*

An annual financial audit must be conducted by an independent CPA firm selected by the district and reviewed by the TEA Division of Financial Audits. The annual financial audit must be submitted to the TEA Division of Financial Audits by the established deadline of 150 days after the end of the fiscal year, specifically for the district's fiscal year ending August 31<sup>st</sup>, the report shall be filed by January 28<sup>th</sup>. In addition, the audit report should be filed with the following: Municipal Advisory Council, bond debt issuers, depository bank.

The district has engaged a CPA firm to conduct the annual financial audit. The role of the CPA firm is to conduct a district-wide audit of the district's financial statements, internal control procedures, and to test transactions to determine compliance with local, state and federal regulations.

All financial transactions shall be in accordance with local, state and federal audit guidelines. The Financial Accountability System Resource Guide (FASRG) posted on the TEA website shall be utilized to ensure awareness of audit compliance areas. In addition, the OMB Circular A-133 shall be utilized to ensure awareness of audit compliance areas for all state and federal grant funds.

The Chief Financial Officer is responsible for coordinating and overseeing the annual financial audit.

### *Single Audit*

The Single Audit Act and OMB Circular A-133 require school districts that expend total federal financial assistance (FFA) equal to or in excess of \$750,000 in a fiscal year to have an audit performed in accordance with the Single Audit Act. School districts expending less than \$750,000 in federal financial assistance in a fiscal year are not required to have either an audit under the Single Audit Act and OMB Circular A-133 or a *program audit*, however, they must maintain records to support federal financial assistance programs and must have a financial audit performed under generally accepted auditing standards (GAAS) and *Government Auditing Standards* (GAS), also referred to as the Yellow Book. The single audit must be conducted in accordance with United States Office of Management and Budget, OMB Circular A-133 and the OMB A-133 Compliance Supplement. [Excerpt from TEA FASRG Audit Module]

## Budget Adoption

The district must adopt a budget each year. The Board of Trustees shall publish a notice and conduct a public hearing regarding the budget prior to adoption of the budget. The district must also publish a notice regarding the proposed budget on the district website.

At a minimum, the Board of Trustees shall adopt a budget that includes the General Fund, Food Service Fund and Debt Service, if any. The budget shall be adopted at the function code level; therefore, any changes to the budget at the functional level shall be approved by the Board of Trustees prior to exceeding a functional expenditure category.

The adopted budget shall be reported to TEA on an annual basis through the fall PEIMS submission.

The Chief Financial Officer shall be responsible to coordinate the development and adoption of the district budget. Every campus and department shall be responsible for monitoring and amending their respective budget to

ensure that it meets the identified needs of the campus or department. The adopted budget shall correlate directly and/or indirectly to the District Improvement Plan and Campus Improvement Plans.

## Budget Amendments

A budget amendment is defined as a transfer of funds across different functions. For example: a budget amendment would result if instructional funds (function 11) were requested to be transferred to the library (function 12). Budget amendment line items should exceed \$100 to minimize the number of small amendments, and be stated in whole dollars.

Budget amendments must be approved by the Chief Financial Officer. School Board approval is required prior to exceeding the budget in any functional level. Requests should be submitted in accordance with agenda deadlines posted by the Superintendent. Remember that if a purchase order is pending the outcome of a budget amendment, the purchase order will not be processed until after the School Board has approved the request. Please see document How to Request a Budget Amendment/Transfer.

## Budget Transfers

A budget transfer is defined as a transfer of funds which is not across different functions. The Chief Financial Officer shall approve all budget transfers. Budget transfer line items should exceed \$50 to minimize the number of small transfers, and be stated in whole dollars.

To keep budget transfers to a minimum, each department administrator/manager should review his/her budget on at least a monthly basis to determine if any budget transfers are necessary. Each administrator/manager is encouraged to limit budget transfers to no more than 10 per year. Exceeding this recommended level or budget transfers may substantially change the budget document that was presented to the School Board during the budget adoption process.

## Cash Box and/or Cash / Check Handling

Cash Box Funds or Impress funds is a set amount of money to be held in a locked cash box for the use of making change when handling cash at a gated or ticketed event. The money should never be used for cash purchases or cashing checks. When the event is over the money is deposited back into the Fund Bank Account.

All cash and checks shall be collected, receipted, reconciled and prepared for deposit by the campus secretary and / or the activity sponsor per the Cash Management Guidelines. The Campus secretary must deliver the deposit slip and funds (ready for deposit to the bank) to the business office. No post-dated checks will be accepted.

**Cash and/ or checks will not be kept in classrooms, personal wallets, purses or at the sponsor's home at any time. No cash purchases should be made. Every dollar collected should be receipted, reconciled and given to the campus secretary/ bookkeeper before the collector leaves the building for the day.** If the deposit cannot be worked up or delivered to the business office on the same day, the campus secretary will secure all deposits overnight in a *locked campus safe*.

All district funds shall be delivered to the business office for deposit into the appropriate district and/or campus account at the district's depository bank.

**No Personal checks** shall be cashed from monies collected at the campus or district level to ensure an adequate audit trail of all funds collected by the district.

All district and activity account bank statements shall be reconciled within 10 days after the end of each month. The individual responsible for reconciling a bank account shall not receive and open the bank statement. TEA strongly recommends separation of duties as they relate to the initial review and reconciliation of bank statements. Fraud, if any, shall be reported immediately to the Superintendent. Adjustments to the general ledger, if any, shall be posted as soon as possible, but not later than 30 days after the end of each month.

## Check Processing

Business Office checks will be processed, printed, endorsed, and released on a weekly basis. Generally, checks will be generated on Thursday. At times checks may be processed earlier or later, due to holidays, staff work schedules or unforeseen events.

All check requests shall be submitted for approval by the appropriate principal or administrator and submitted to the Business Manager by NOON on Friday of the week before the check is needed. Requests received **after** this time will be processed the following week. Check requests without all of the supporting documentation

will not be accepted, nor processed. The Business Office shall determine the date that vendors will be paid. *Employees should not make prior commitments to vendors about check disbursements.*

State law generally requires that the district pay all invoices within 30 days to avoid penalty and interest charges, so all invoices should be submitted to Accounts Payable on a timely basis for payment. Specifically, the Government Code (Section 2251.021) states:

*TIME FOR PAYMENT BY GOVERNMENTAL ENTITY (a) Except as provided by Subsection (b), a payment by a governmental entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of:*

- (1) The date the governmental entity receives the goods under the contract;*
- (2) The date the performance of the service under the contract is completed; or*
- (3) The date the governmental entity receives an invoice for the goods or service.*

*(b) A payment under a contract executed on or after September 1, 1993, owed by a political subdivision whose governing body meets only once a month or less frequently is overdue on the 46th day after the later event described by Subsections (a)(1) through (3).*

Checks not cashed by the expiration date (90 days from date of issue) will be voided. A new check can be reissued at the payee's request. Otherwise, the funds will be distributed in accordance with the State of Texas Unclaimed Property Guidelines.

## Consultants or Contracted Services

Consultants and contracted vendors are non-employees who have been contracted to perform a personal or professional service such as staff development, medical services, repairs, fundraisers, etc. that cannot be performed by a school district employee. A Consultant Service Contract, Memorandum of Understanding or similar form is required for every consultant and contracted vendor. **The Superintendent or designee is the only individual(s) authorized to sign contracts on behalf of the district.** No other personnel is authorized to sign a contract or agreement on behalf of the district. An employee who signs a contract or agreement, without proper authorization, will be personally liable for the terms of the contract or agreement and may face disciplinary actions.

Consultants and contracted vendors shall be selected through a competitive procurement process in accordance with the state purchasing laws and School Board Policy

## Copiers

The district leases/owns several copiers that are strategically placed in different campuses or departments. The copiers are for district business use only. All district staff shall comply with the acceptable use guidelines related to the use of district copiers, especially as it relates to the avoidance of copyright infringement.

## Credit Cards

The district utilizes different credit accounts for miscellaneous purchases and travel. All credit purchases **must be pre-approved** on a purchase order. All credit receipts (detailed, itemized) shall be submitted to the business office within 5 business days of purchase to ensure prompt payment to the vendor.

All district employees that have been authorized to utilize a credit card for purchases shall sign a Credit Card User Agreement. These are available in the business office. Violations of the Credit Card User Agreement may result in disciplinary action, up to and including employment termination. Any unauthorized purchases utilizing the district credit card is not allowed and will be the responsibility of the employee making the purchase. No receipt will be accepted with the purchase of alcohol included. All authorized credit card users shall be responsible for the security of their assigned credit card(s).

All credit card purchases with state and federal funds shall comply with the OMB Circular A-87 guidelines. Specifically, all credit cards purchases shall be recorded on the general ledger in detail to include the date of the transaction, the merchant, goods/services purchased, cost, and the purchaser. Grant administrator or other approvals required under the regular purchasing procedures of the school district shall be adhered to regardless of the method of payment.

## Donations and Gifts

Donations or gifts of cash or cash equivalents (gift cards), equipment, or materials to individual schools or to the district by individuals or organizations shall become property of the district. District employees are prohibited

by law from intentionally or knowingly offering, conferring, agreeing to confer to another, soliciting, accepting, or agreeing to accept a *personal* gift or benefit.

All donations \$1,000 or greater must be approved by the school board. Cash donations shall be deposited to the appropriate account in accordance with the Cash Management Guidelines. Gift card donations from external sources shall be maintained by Accounts Payable in a safe until utilized by the appropriate individual(s).

Donated equipment shall have an inventory tag affixed to it if the unit value is greater than \$500. In addition, the equipment shall be added to the district inventory.

## **Field Trips, Co-Curricular and Extra-Curricular Travel**

All field trip requests should be forwarded to the appropriate administrator for approval. A purchase order shall be submitted for admission fees, meals, etc., if any.

Overnight and out-of-state student trips shall be subject to the guidelines as stated in School Board Policy FMG Local. Approvals from the parents, campus principal, and Superintendent or designee must be obtained prior to the student trip. If School Board approval is also required for an overnight or out-of-state trip, an action item must be placed on a School Board meeting agenda.

If a district-owned vehicle or school bus is requested, specific details regarding the destination, type of vehicle, departure and return times shall be submitted to the Transportation department at least 2 weeks prior to the field trip.

Educational field trips funded with state or federal grants shall adhere to the TEA Guidelines for Related Costs (located under Grant Management Resources on the TEA website). Specifically, the following documentation must be submitted to support the expenditures with grant funds:

- Destination of each field trip
- Costs associated with each field trip
- Objectives to be accomplished from conducting the field trip
- Teacher's lesson plan and follow-up activities

State or federal grant funds will not be utilized for field trips that are for social, entertainment, or recreational purposes or are not properly documented in accordance with the guidelines.

## **Fiscal Year**

The fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>. All goods and/or services received and invoiced during these dates must be paid from current fiscal year funds.

All invoices for goods received before July 1<sup>st</sup>, shall be submitted to the Business Office no later than August 1<sup>st</sup> for processing and payment.

## **Fixed Assets & Inventory**

Fixed assets are defined as equipment with a unit value over \$5,000. These assets are tracked and recorded on the district's financial general ledger. Fixed assets that are stolen, obsolete, damaged beyond repair, etc. should be reported to the District Accountant for removal from the district's financial records. All fixed assets must be purchased through the use of an Object Code 663X. Fixed assets are subject to audit on an annual basis. Documentation shall be maintained to support all additions, deletions, or changes to the fixed asset balances.

Inventory items are defined as equipment with a unit value over \$500, but less than \$5,000. Other items with a unit value under \$500 are also tracked and tagged such as:

- TVs
- digital cameras,
- camcorders,
- printers,
- e-Readers,
- laptops,
- I-Pads,
- PDAs, and
- Other items that may have a personal use.

Inventory items are tracked and recorded on the district's inventory tracking system. Inventory items that are stolen, obsolete, damaged beyond repair, etc. should be reported to the business office for removal from the district's inventory tracking system. Inventory items are also tracked for insurance purposes. Inventory items (with

a unit value between \$500 and \$4,999) must be purchased through the use of an Object Code 66xx. Inventory items (with a unit value less than \$500) must be purchased through the use of an Object Code 639x. Please refer to the chart of accounts for appropriate account number.

## Fundraising Activities

Fundraising activities by student groups and/or for school sponsored projects shall be allowed, with prior administration approval and under the supervision of the project sponsor, for students in all grades.

All fund-raising projects shall be subject to the approval of the Campus Principal. The Activity Accounting portion of the RVISD Business Office website includes the forms necessary to complete the tasks that are mandatory for protecting the students and teachers from the threat of possible misappropriation of money. Prior to beginning a fundraising event the sponsor must complete. The Campus Secretary shall forward a copy of the approved fundraiser to the Business Manager and keep a copy of all approved fundraiser forms to ensure that funds are deposited on a timely basis. In addition, the Campus Secretary will maintain a campus calendar of all fundraising events on her campus to monitor which events are sales tax-free and which are not.

Student participation in approved fund-raising activities shall not interfere with the regular instructional program.

Some fundraising revenues may be subject to sales tax. Refer to the Activity Fund Manual for specific information related to taxable sales, non-taxable sales, tax-free sale days, etc.

## Fraudulent or Other Dishonest Acts

All Board of Trustees, employees, vendors, contractors, consultants, volunteers and other parties involved with the district shall act with integrity and diligence in duties involving the District's financial resources. Fraud and other dishonest acts will not be tolerated by the district. Violators shall be disciplined, may be terminated and may be reported to the appropriate authorities

Any and all concerns about potential fraudulent activities should be reported to any supervisor, the Superintendent or designee, the Board President, or local law enforcement. Neither the Board, nor any district employee, shall unlawfully retaliate against a person who in good faith perceived fraud or financial impropriety.

Fraudulent acts may include, but are not limited to the following:

- Forgery or unauthorized alteration of any document or account belonging to the district.
- Forgery or unauthorized alteration of a check, bank draft, or other financial document.
- Misappropriation of funds, securities, supplies, or other district assets, including employee work time.
- Impropriety in the handling of money or reporting of district financial transactions.
- Profiteering as a result of insider knowledge of district information to outside parties.
- Unauthorized disclosure of confidential or proprietary information.
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy.
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
- Failure to provide financial records required by state or local entities.
- Failure to disclose conflicts of interest as required by law or district policy.
- Any other dishonest act regarding the finances of the district.

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety. If an investigation substantiates fraud, the report shall be provided to the Superintendent and the Board of Trustees. The report shall include the findings, action(s) taken and/or recommendation(s) for action. If any employee is found to have committed fraud, they shall be subject to disciplinary action, up to and including termination of employment and referral to law enforcement or regulatory agencies, as appropriate.

## Gift Cards

District funds shall not be used to purchase gift cards. According to the Internal Revenue Service (IRS), gift cards in any amount are taxable to the recipient and must be reported as taxable wages or income. Gift cards, if any, issued to employees should be processed through the employee's paycheck.

According to IRS regulations, gift cards donated to the district by outside sources are also taxable to the employee if awarded to the employee by the district. Gift cards shall not be issued to staff without prior approval from the Chief Financial Officer.

Gift cards for merchandise received by a staff member from an outside source must be tracked on a Gift Card Register Form and maintained by the Business Office. All receipts for purchases with the gift card should be attached to the form. The purchases must be for the benefit of the district or a campus/department.

The IRS ruling does not apply to a staff member winning a gift card or prize through a *random drawing* at conference or vendor events.

## **Grants Management (State, Federal or Other Grants)**

Seeking grant funds such as state, federal or from other sources is very desirable due to the impact of reduced local resources. It is recommended that grant applications be developed through a team approach to ensure that all stakeholders develop the grant goals, strategies and activities. Campus-based grant applications should be incorporated into the Campus Improvement Plan (CIP). All grant applications shall be reviewed and approved by the Federal Programs Director and the CFO prior to submission to the granting agency. Some granting agencies require matching funds, in-kind funds, or other specific requirements that may pose a financial liability to the school district.

After the school district has received confirmation that a grant application has been approved, typically through a Notice of Grant Award, the Federal Programs Director or the Special Education Director shall prepare the grant budget and provide to the District Accountant to enter in the District's financial system. No funds may be expended until the grant approval has been received from the granting agency.

The grants management administrator(s) shall work cooperatively with the Business Office to ensure compliance with all grant requirements as they relate to grant activities, expending of funds, supplement versus supplant, submitting reimbursement requests, financial reports, and evaluation reports.

## **Hotel Occupancy Tax Exemption Form**

This form shall be used for in-state school-related travel to conferences, workshops, etc. Copies may be obtained from the RVISD Business Office. Lodging taxes, which should have been exempt, will be unauthorized for reimbursement if the traveler fails to present the certificate to the hotel. The traveler will be held responsible for such charges, if any.

The Hotel Occupancy Tax Exemption form is not applicable to out-of-state travel.

## **Invoices**

Vendors are required to submit all invoices to the business office. Occasionally an invoice may be mailed directly to a campus or department. If any invoices are received at the campus or department, they should be signed (if the goods/services were received), and forwarded to the business office as soon as possible.

Texas law requires that all invoices be paid to vendors within 30 days of receipt of the goods/services. If the district fails to pay promptly, the vendor can assess penalty interest charges. If a staff member neglects to submit an invoice on a timely basis, he/she may be held personally liable for the penalty interest charges.

## **Payroll Procedures**

Every non-exempt employee shall record *all of their own* work hours through the districts' electronic timekeeping system. Failure to clock-in or out may result in non-payment of unverified work time and disciplinary action. Falsification of payroll records such as reporting excessive work hours or participating in a practice of clocking in/out for other employees constitutes fraud. Violators will be subject to disciplinary action, up to and including termination of employment.

All administrative supervisors shall reconcile the Hours Worked Timesheet Review for their respective paraprofessional and support employees every Monday by 4:00 p.m. All Supplemental timesheets must be submitted with appropriate supervisor signatures by the 6<sup>th</sup> day of the payroll month after work is completed.

All non-exempt employees shall comply with the work schedule assigned by their respective supervisor. All overtime shall be pre-approved by the immediate campus or department supervisor. All overtime will be compensated via paid overtime or compensatory time unless prior approval has been obtained from the supervisor.

An employee who repeatedly works in excess of his/her assigned work schedule, without authorization, will be subject to disciplinary action, up to and including termination. For more information refer to Employee Handbook and Forms on the RVISD website under the *Department Tab/Human Resources*.

## Purchasing Deadlines

In an effort to maximize the use of budgeted funds during the current fiscal year, the purchasing deadline for **supplies and equipment** shall be **the Friday before spring break**. Summer needs for staff development and summer school should be anticipated and ordered prior to the deadline. At times, the purchasing deadlines for state or federal grants may be earlier or later than the deadlines stated above due to grant ending dates. The specific purchasing deadlines for state and federal grants will be determined on an annual basis by Accounts Payable and the Federal Programs Director.

## Purchase Requisition/ Order Forms

A purchase order is used to purchase supplies, equipment, or services from an external vendor. Requisitions should be created in the District's Finance System by the requesting campus or department. The submitted purchase order will be reviewed by the Business Department for approval. The electronic system allows users to enter purchase requests electronically, verify account balances, select pre-approved vendors, etc. at the point of data entry. Budget codes must be noted on all requisitions.

All purchase requisitions for payments must be entered in the district software system by *Friday afternoon*. The documentation for these requisitions/POs shall be submitted to Accounts Payable by *noon on the following Monday*. All supporting documentation must be submitted before a check/payment will be issued. Checks for all documented and approved disbursements shall be generated once a week on Thursday. Requests for emergency checks shall be kept to a minimum and only for extenuating circumstances with approval from the CFO or Superintendent. For more information, refer to the Purchasing Procedures on the RVISD website under the Departments Tab/ Business.

After the requisitions pass all electronic approvals, the purchase order form is generated and forwarded to the originating department. Each purchase order is uniquely numbered for audit tracking purposes. No employee shall order or receive goods without an approved purchase order. A requisition cannot be used to place an order. According to Board Policy CH, employees who violate the district purchasing procedures shall be held personally liable for the debt incurred.

Purchases for goods or services from state or federal grant funds shall comply with the TEA Guidelines for Related Costs (located under Grant Management Resources on the TEA website). Specifically, all non-allowable expenditures shall not be funded from state or federal grant funds. The respective grant administrator for the state or federal grant funding sources shall approve all requisitions from the funding source(s) they oversee. All purchases with state and federal grant funds shall include the respective District Improvement or Campus Improvement Plan (DIP & CIP) strategy related to the need for the goods or services.

## Purchasing Laws

*RVISD Board Policy CH (LOCAL)-The Board delegates to the superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase for good or services that cost \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The Board delegates to the Superintendent or designee the authority to determine the method of purchasing in accordance with CH (LEGAL).*

District policy recommends a minimum of three (3) quotes for all budgeted purchase for goods or services that costs \$3,500 to \$49,999.99; the written (faxed or emailed) quotes should be attached to the purchase requisition.

In addition the Texas Education Code 44.031(d) requires competitive bids for purchases that exceed \$50,000, in the aggregate, over a 12-month period beginning September 1. Since non-compliance may result in criminal penalties, this requirement will be strictly enforced.

Anticipated purchases, which may exceed these limits, should be brought to the attention of the Business Department well in advance of the need for the goods or services. The bidding process may take approximately 2 to 3 months, from bid specification development to School Board approval.

According to Board Policy CH Legal, a board member, employee, or agent shall not, with criminal negligence, make or authorize separate, sequential, or component purchases to avoid the purchasing requirements set

out in Education Code 44.031. An officer or employee shall not knowingly violate Education Code 44.031 in any other manner. “Component purchases” means purchases of the component parts of an item that in normal purchasing practices would be made in one purchase. “Separate purchases” means purchases, made separately, of items that in normal purchasing practices would be made in one purchase. “Sequential purchases” means purchases, over a period, of items that in normal purchasing practices would be made in one purchase. Violation of this provision is a Class B misdemeanor and an offense involving moral turpitude, conviction of which shall result in removal from office or dismissal from employment. For more information refer to the *Purchasing Levels and Requirements*, *Competitive Procurement Flowchart* and the *Purchasing Procedures* on the RVISD website under the Departments Tab/ Business.

## Receiving of Goods

The district utilizes a decentralized receiving system – all goods are delivered to the originating campus/department. Upon receipt of the goods, all items that require an inventory or fixed asset tag will be tagged by the Business Manager and /or Technology. All orders will be delivered to the respective campus or department with a packing list for “check-off” and verification of receipt.

Discrepancies, if any, should be noted on the packing list AND THE COPY OF THE PO. Please note on the copy of the PO if all your items were received and in good condition. Then sign the PO and note that the PO is closed. Please make sure that the PO number is on all documentation that is sent to Accounts Payable. *It is very important that you return your receiving documents to Accounts Payable as soon as possible so that the vendor can be paid timely.* Upon receipt of the signed packing list and the invoice, the Accounts Payable Department will enter the vendor for payment of the order.

Shortages, damaged goods, or other receiving deficiencies shall be reported immediately to Accounts Payable. The campus/department that placed the order shall contact the appropriate vendor to address the deficiencies. Failure to comply with this procedure could result in overpayments to the vendor.

## Records Management and Retention

The Local Government Records Act of 1989 and changes that were enacted by the 74th Legislature in 1995 requires all local governments to establish a records management program by ordinance, order or resolution and filed with the Texas State Library and Archives Commission (TSLAC). All local governments must file records control schedules or a written declaration of adoption of the State schedules. The deadline for compliance was January 4, 1999.

The TSLAC is responsible for the development of record retention schedules for governmental agencies. Various retention schedules address the types of records created and maintained by school districts such as GR – Government Records, EL – Election Records, TX – Tax Records, and especially, SD – School District Records. These schedules reflect the minimum retention period for each type of record.

The district has implemented a Local Records Retention Schedule that includes the types of records created and maintained by the district. This schedule also includes the minimum retention period for each type of record. The local retention period may be greater, but not less than the retention period set by the state.

Board Policy CPC Legal defines a record as noted below:

*A “local government record” means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information-recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the District or any of its officers or employees, pursuant to law or in the transaction of public business.*

Records of the district may not be destroyed except as prescribed by law and district procedures. The district’s PEIMS Director shall be responsible for overseeing the records management program to include collecting, archiving, and destroying records as appropriate. The unauthorized destruction of local government records is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

All requests for district records, under the Public Information Act, shall be directed to the PEIMS Director.

## Returned Checks

In the event that a check written to any Rio Vista ISD campus, club or organization is returned unpaid by the bank, Rio Vista ISD may charge a returned check fee based on the district's depository bank fee schedule. The fee is subject to increase based on the district's depository bank service fee schedule for returned checks. Rio Vista ISD utilizes *PayTek* for recovery of funds returned unpaid. The district shall reserve the right to reject future checks from makers of returned checks.

## Sale of Personal Property – Surplus

All supplies and equipment which are deemed to be surplus (not of any use to the district) may be auctioned on GovDeals.com or may be disposed of such property according to administrative discretion. Neither district supplies, nor equipment, shall be sold or conveyed other than through GovDeals.com or a surplus sale, unless authorized by the Superintendent or the School Board, as appropriate. Items obtained as federal surplus shall be managed according to federal regulations

## Sales Tax Exemption Form

The sales tax exemption form shall be used for school-related purchases only. It is the purchaser's responsibility to present the exemption form to the vendor at the time of the purchase. A copy of the sales tax exemption form may be obtained from the Business Office.

Purchase of personal items for staff or students are not eligible for the sales tax exemption. Misuse of the exemption form for personal purchases constitutes a misdemeanor. Taxes, which should have been exempt, will not be authorized for reimbursement.

## Sales Tax Reports

Rio Vista ISD files a quarterly Sales Tax report to the Texas State Comptroller. When items are sold at a fundraiser, school event or activity are taxable the responsible group must report the taxable amount to the finance department as soon as possible so that the tax may be included in the quarterly sales tax report. Call the Business Manager, ext. 2105 if you have any questions.

## Travel Expense – Advances & Settlements

Rio Vista ISD may pay travel advances to employees. Employees authorized to travel for business and educational purposes on behalf of the District will follow the Districts' Travel Guidelines for all usual and customary travel-related expenses made on behalf and in connection with District business according to District rates and state law. The processes established herein have been developed on the premise that employees will use good judgment and prudence in the expenditure of District funds when traveling. Travelers are expected to select the most economical and practical accommodations, arrangements, and services in accordance with the needs of the trip. All travelers, as well as supervisors approving travel, are responsible for compliance with the provisions of the District's Travel Guidelines.

***Per Board policy BBG (Local):*** Rio Vista ISD makes reimbursements to a Board member for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request of reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board. Advancement of a set amount for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals and other incidental expenses. Any excess over actual allowable expenses shall be refunded to the district.

## Vendors

Purchases from vendors that operate on a cash basis (do not accept purchase orders) or cash on delivery (COD) will not be allowed. The district participates in several cooperative purchasing programs. A list of these programs is available from the Business Department. Priority should be given to these vendors since the goods and/or services have been subjected to the rigor of a competitive bid process.

Requests to add new vendors shall be accompanied with a New Vendor Document Packet. Other documents may be required based on the services to be performed by the vendor.



## What is TexPool?

TexPool is the oldest and largest local government investment pool in the State of Texas. TexPool seeks to preserve principal, liquidity, and yield of capital investment consistent with the Texas Public funds Investment Act. This local government investment pool is managed and serviced by Federated Hermes, Inc., one of the nation's leading investment managers. Thirty seven states rely on Federated Hermes for some form of liquidity management.

## Who uses the portfolio?



Eligibility extends to all Texas public entities including:



- School Districts
- Higher Education
- Healthcare
- Utility Districts
- Cities
- Counties

## What are the BENEFITS?

- Daily liquidity
- Competitive yield
- No minimums
- AAAM Rating

## What types of assets are invested?



OPERATING CASH | BOND PROCEEDS | STATE AID  
GENERAL FUNDS | TRUST FUNDS | STABILIZATION FUNDS

Portfolio composition is subject to change.

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.

An AAAM rating by Standard & Poor's is obtained after Standard & Poor's evaluates a number of factors, including credit quality, market price exposure and management. Ratings are subject to change, and do not remove market risk. For more information on credit ratings, visit [standardandpoors.com](http://standardandpoors.com).

**For more complete information, see the investment policy and information statement available at [www.texpool.com](http://www.texpool.com). You should consider the investment's objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the investment policy and information statement, which you should read carefully before investing.**

TexPool Participant Services  
1001 Texas Avenue, Suite 1150 · Houston, TX 77002

Phone: 1-866-TEXPOOL (839-7665) · Fax: 1-866-839-3291 · [TexPool.com](http://TexPool.com) · © 2023 Federated Hermes, Inc.

Managed and  
Serviced by

G35884-70 (7/23)





# Quarterly Update

## TexPool and TexPool Prime



### Investor Goal

The investor goal for both TexPool and TexPool Prime is preservation and safety of principal, liquidity and yield.

### Pool Features

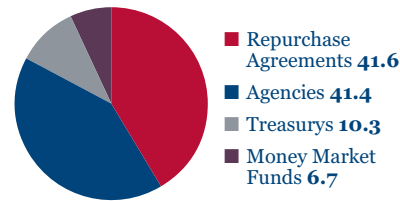
- Administered by the Texas Comptroller of Public Accounts.
- Managed and serviced by Federated Hermes.
- Highest possible ratings from Standard & Poor's underscores the portfolios' high credit quality, daily liquidity and relative safety.
- High asset levels give the benefit of economies of scale.

### Portfolio Overviews as of 6/30/23

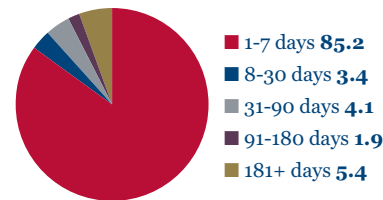
#### TexPool

Pool Assets \$29.8 billion

#### Portfolio Composition (%)



#### Effective Maturity Schedule (%)



#### Weighted Average Maturity

26 Days

#### Credit Rating

AAAm Standard & Poor's

#### Portfolio Managers

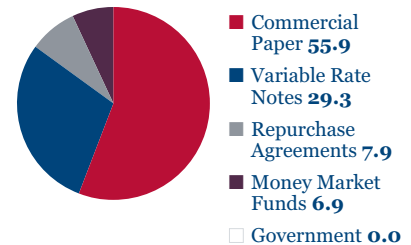
Susan Hill

Deborah Cunningham

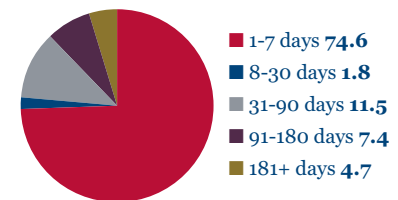
#### TexPool Prime

Pool Assets \$11.8 billion

#### Portfolio Composition (%)



#### Effective Maturity Schedule (%)



#### Weighted Average Maturity

34 Days

#### Credit Rating

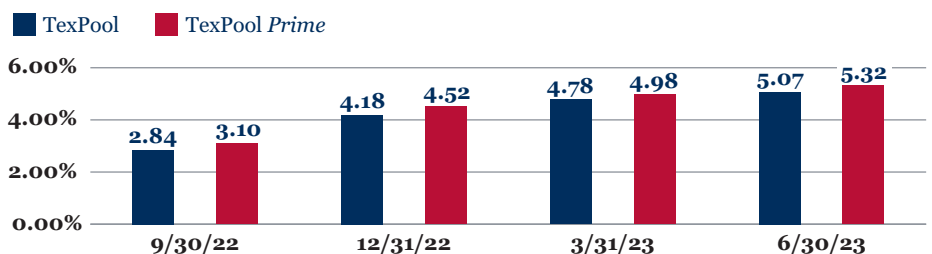
AAAm Standard & Poor's

#### Portfolio Managers

Paige Wilhelm

Deborah Cunningham

### Pool Performance: 7-Day Net Yields (%)



Performance data quoted represents past performance which is no guarantee of future results. Investment return will vary. The value of an investment, when redeemed, may be worth more or less than the original cost. Current performance may be lower or higher than what is stated.

## Portfolio Manager Commentary

---

In January, U.S. Treasury Secretary Janet Yellen announced that the federal government's statutory debt limit had been reached and that the Treasury Department was forced to implement "extraordinary measures" to meet its obligations. Yellen warned that the "X date"—the day it exhausts its cash balance held at the Federal Reserve—could come in June. As in past cases, lawmakers pushed the negotiations to the brink before finally voting to suspend the limit until January 2025. The immediate result was that the Treasury embarked on plans to issue a massive amount of securities to replenish its coffers. Some estimates put that amount as high as \$1 trillion, based on the need to make whole the federal accounts in which it redeemed or suspended investments, service the national debt and fund government spending. The preponderance of the issuance will come in bills, a process that started as the second quarter drew to a close.

In the first of two Federal Open Market Committee (FOMC) meetings during the quarter, policymakers disregarded the debt ceiling debate and raised the fed funds target range by 25 basis points. That lifted it to a 16-year high of 5-5.25%. The rationale was that restricting the economy to fight inflation was critical despite the uncertainty. Most measures of inflation continued to decrease, but remained stubbornly above the Fed's 2% target, and the labor market and consumer spending remained strong.

Intriguingly, at its June FOMC meeting the Fed made a different decision after the resolution of the debt limit debate, declining to change the policy range after 10 straight hikes. This announcement was paired with policymaker projections that rates likely will continue to rise. As the quarter closed, public comments by Fed Chair Jerome Powell suggested the tightening cycle that began in March 2022 was not over.

At the end of the month, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 5.14%, 5.32%, 5.45% and 5.42%, respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 5.21%, 5.47%, 5.67% and 5.93%, respectively; the 1-, 3-, 6- and 12-month London interbank offered rates were 5.26%, 5.53%, 5.81% and 6.04%, respectively. Since US\$ LIBOR rates are no longer being reported, this is the last time they will appear on this update.

*Portfolio composition is subject to change.*

*An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.*

*An AAAM rating by Standard & Poor's is obtained after Standard & Poor's evaluates a number of factors, including credit quality, market price exposure and management. Ratings are subject to change, and do not remove market risk. For more information on credit ratings, visit [standardandpoors.com](http://standardandpoors.com).*

***For more complete information, see the investment policy and information statement available at [www.texpool.com](http://www.texpool.com). You should consider the investment's objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the investment policy and information statement, which you should read carefully before investing.***

Vendors for Board approval:

A+Floor

Chas F Williams/United Interiors

Cleburne Glass

Cowtown Materials

Elliott Electric

Game Court Services

Home Depot

Lowe's

McCoys

New Leaf Foam

Aaron Newman

Ponder Flooring

Prime Source Roofing and Construction

Reliable Power Solutions/Scott Mohrbacher

Runnel Glass

Sherwin Williams

Superior Remodeling

Tractor Supply

University Building Specialties



STATE OF TEXAS           §  
   §  
 COUNTY OF JOHNSON   §

**INTERLOCAL COOPERATION AGREEMENT  
 FOR DISPATCHING SERVICES FOR BUDGET YEAR 2023-2024**

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter “Agreement”) is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County, and                     Rio Vista ISD                    , (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

**WHEREAS**, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

**WHEREAS**, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity’s Police Department or Marshal’s Office.

**NOW THEREFORE**, for the mutual consideration herein stated, County and Entity agree as follows:

**ARTICLE I – SCOPE OF SERVICES**

**A. Definitions:**

1. *Radio*- Any device capable of two-way communication by use of radio waves.
2. *Teletype* – Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
  4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
  5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF’S OFFICE.
- B. Services to be performed by JOHNSON COUNTY SHERIFF’S OFFICE:
1. JOHNSON COUNTY SHERIFF’S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity’s Police Department/EMS Department Number.
  2. JOHNSON COUNTY SHERIFF’S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF’S OFFICE Telephone complaints.
  3. JOHNSON COUNTY SHERIFF’S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF’S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
  4. JOHNSON COUNTY SHERIFF’S OFFICE will receive and record radio transmissions from Entity’s Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
  5. JOHNSON COUNTY SHERIFF’S OFFICE will provide and make available its teletype service to the Entity’s Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF’S OFFICE will use the Entity’s Police Department Number CDC or TX numbers on all messages for Entity’s Police Department.
  6. JOHNSON COUNTY SHERIFF’S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity’s Police Department units. The Entity’s Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
  7. JOHNSON COUNTY SHERIFF’S OFFICE will make available to the Entity’s Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF’S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may “forward” its main police department telephone number to the Johnson County Sheriff’s Office Dispatch center after 5:00 p.m. on weekdays and terminate the “forward” before 8:00 a.m. on the following work day. The Entity’s main police department telephone number may also be “forwarded” on weekends and holidays that are officially recognized by the Entity. The telephone number “forwarded” must be one used by the Entity’s police department and should not be a telephone number used by the Entity for other business or functions. “Forwarding” of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity’s police department personnel to respond. The request for the emergency “forward” must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity’s Police Department and such licenses will be maintained in good standing. The Entity’s Police Department is authorized to use the 700 megahertz talk groups for its Police Department.
3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF’S OFFICE radio system.

**ARTICLE II – PAYMENTS**

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit “A,” which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County’s fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:  
Kathy Blackwell (or her successor to office)  
Johnson County Treasurer  
Johnson County Courthouse  
2 North Main Street  
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Entity under this Agreement.

### **ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS**

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF’S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity’s Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity’s Council or Board that are parties to this Agreement.

### **ARTICLE IV – INDEMNIFICATION**

The Entity and its Police Department, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, deaths, false arrests, false imprisonments, abuses or failures to act or attorney’s fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of Entity or its Police Department for any court costs, or attorney’s fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

### **ARTICLE V – FORCE MAJEURE**

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

#### **ARTICLE VI – TERM**

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2024. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

#### **ARTICLE VII – VESTED RIGHTS**

The Entity or its Police Department shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF’S OFFICE.

#### **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

- A. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the Entity’s Council or Board.

- B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.
- F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

**JOHNSON COUNTY**

\_\_\_\_\_  
Christopher Boedeker  
County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adam King  
County Sheriff

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
April Long  
County Clerk

\_\_\_\_\_  
Date

**ENTITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**EXHIBIT "A"**  
**DISPATCH FEES 2023-2024 BUDGET**

**Total Cost to Agency**

*Multiply the percentage of each agency by the 25 percent of the total personnel cost as follows:*

Alvarado PD	\$86,160.68
Alvarado Marshal	\$24.06
Alvarado ISD	\$2,622.60
Joshua PD	\$53,101.54
Godley PD	\$63,688.17
Grandview PD	\$31,807.99
Rio Vista PD	\$14,604.73
Venus PD	\$118,522.07
Keene PD	\$69,799.54
Joshua ISD PD	\$6,183.55
Rio Vista ISD	\$360.91
Venus ISD PD	\$914.30
Keene ISD PD	\$505.27
<b>Total</b>	<b>\$448,295.41</b>

**District Police  
Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission a police officer, who shall serve as chief of police.

Supervisory  
Authority

The police officer shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of the police officer shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority

The police officer employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, the District police officer shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, the District police officer may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as approved by the Superintendent.
8. Carry out all other duties as directed by the Superintendent.

The District police officer shall not be assigned routine classroom discipline or administrative tasks.

<i>Temporary Assignment</i>	The District police officer shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.
Limitations on Nonschool Employment	An officer commissioned under this policy shall not provide law enforcement or security services for an outside employer without prior written approval from the Superintendent.
Relationship with Outside Agencies	The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The police officer and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
Video Monitoring	If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.
<i>Access to Recordings</i>	Recordings shall be considered law enforcement records, shall remain in the custody of the police department, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]
<b>Body-Worn Cameras</b>	<b>District officers shall use body-worn cameras only when performing official law enforcement duties and in accordance with the provisions of the District police department's body-worn camera program. Officers shall receive training on the program, including proper use and operation of cameras. Any District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.</b>
Training	The District police officer shall receive at least the minimum amount of education and training required by law.
Department Regulations Manual	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The police officer and the Superintendent shall review the manual annually and make any appropriate revisions.
<i>Racial Profiling</i>	The police officer shall develop and implement regulations to ensure compliance with state law regarding racial profiling. The police

officer employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.

*Use of Force*

The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.

*High-Speed Pursuit*

The police officer shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

Complaints

Complaints against the District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint. [See Complaints Against Peace Officers at CKEA(LEGAL)]

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

**Employees Authorized to Possess Firearms Purpose**

**The Board has adopted these provisions regarding firearms to address concerns about effective and timely response to emergency situations on District property, including invasion of a school by an armed outsider; a hostage situation; actions of a student or employee who is armed and poses a direct threat of physical harm to himself, herself, or others; and similar circumstances.**

**Authorization**

**Pursuant to its authority under state law, the Board may authorize specific District employees to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law.**

**Each specifically authorized employee shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved employee.**

**Participation in this safety and security program shall be strictly voluntary and shall not be a requirement of any employee position.**

**Revocation**

**The Superintendent, as well as the Board, shall have the authority to revoke at any time a specific employee's authorization to possess a firearm under this policy.**

	<p>However, authorization for a specific employee to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason.</p>
<p>Handgun Licensees</p>	<p>Only a District employee who maintains a current license to carry a handgun in accordance with state law shall be eligible for authorization to possess a firearm on District property under this policy and in accordance with the District's emergency operations plan.</p> <p>A District employee who is a handgun license holder but who has not been specifically authorized by Board action under this policy shall not be permitted to possess a firearm on school property except in accordance with the limited provisions of DH(LOCAL).</p>
<p>Training</p>	<p>Each District employee who is authorized to possess a firearm on District property must complete school safety training provided by a qualified handgun instructor certified in school safety in accordance with law as well as all other trainings required by law or determined necessary or appropriate by the Board.</p>
<p>Permitted Weapons and Ammunition</p>	<p>Only District-approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operations procedures.</p>
<p>Implementation</p>	<p>The Superintendent shall ensure that procedures to implement this safety and security program are detailed in the District's emergency operations plan.</p>



## (LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

---

**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

---

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529	800.580.1488

**Capitalization  
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

**District Police  
Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission a police officer, who shall serve as chief of police.

Supervisory  
Authority

The police officer shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of the police officer shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority

The police officer employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, the District police officer shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, the District police officer may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as approved by the Superintendent.
8. Carry out all other duties as directed by the Superintendent.

The District police officer shall not be assigned routine classroom discipline or administrative tasks.

<i>Temporary Assignment</i>	The District police officer shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.
Limitations on Nonschool Employment	An officer commissioned under this policy shall not provide law enforcement or security services for an outside employer without prior written approval from the Superintendent.
Relationship with Outside Agencies	The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The police officer and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
Video Monitoring	If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.
<i>Access to Recordings</i>	Recordings shall be considered law enforcement records, shall remain in the custody of the police department, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]
<b>Body-Worn Cameras</b>	<b>District officers shall use body-worn cameras only when performing official law enforcement duties and in accordance with the provisions of the District police department's body-worn camera program. Officers shall receive training on the program, including proper use and operation of cameras. Any District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.</b>
Training	The District police officer shall receive at least the minimum amount of education and training required by law.
Department Regulations Manual	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The police officer and the Superintendent shall review the manual annually and make any appropriate revisions.
<i>Racial Profiling</i>	The police officer shall develop and implement regulations to ensure compliance with state law regarding racial profiling. The police

officer employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.

*Use of Force*

The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.

*High-Speed Pursuit*

The police officer shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

Complaints

Complaints against the District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint. [See Complaints Against Peace Officers at CKEA(LEGAL)]

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

**Employees Authorized to Possess Firearms**

**Purpose**

**The Board has adopted these provisions regarding firearms to address concerns about effective and timely response to emergency situations on District property, including invasion of a school by an armed outsider; a hostage situation; actions of a student or employee who is armed and poses a direct threat of physical harm to himself, herself, or others; and similar circumstances.**

**Authorization**

**Pursuant to its authority under state law, the Board may authorize specific District employees to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law.**

**Each specifically authorized employee shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved employee.**

**Participation in this safety and security program shall be strictly voluntary and shall not be a requirement of any employee position.**

**Revocation**

**The Superintendent, as well as the Board, shall have the authority to revoke at any time a specific employee's authorization to possess a firearm under this policy.**

**Integrated Pest Management Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

INSURANCE AND ANNUITIES MANAGEMENT  
UNEMPLOYMENT INSURANCE

CRF  
(LOCAL)

**Reasonable  
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

FACILITIES CONSTRUCTION  
COMPETITIVE BIDDING

CVA  
(LOCAL)

**Specifications**

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

**Bid Process**

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

**Safety Record**

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION  
COMPETITIVE SEALED PROPOSALS

CVB  
(LOCAL)

**Specifications**

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

**Process**

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and  
Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal  
Acceptance

The District may reject any and all proposals.

**Safety Record**

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS  
COMPENSATION PLAN

DEA  
(LOCAL)

	<p>The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA]- The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]</p>
<b>Pay Administration</b>	<p>The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The <del>Superintendent or designee shall classify</del> classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.</p>
Annualized Salary	<p>The District shall pay all salaried employees over 12 months in equal monthly or <del>bimonthly</del> semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.</p>
Pay Increases	<p>The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. <del>The Superintendent or designee shall determine</del> Any pay adjustments for individual employees; shall be determined within the approved budget following established procedures.</p>
<del>Mid-Year</del> Midyear Pay Increases	<p>A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]</p>
Contract Employees	
Noncontract Employees	<p>The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.</p>
<b>Pay During Closing</b>	<p>If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools].]</p>

**Persons Age 21 and Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

**Registration Forms**

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

~~At the time of initial registration and on an annual basis thereafter~~In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency ~~in accordance with administrative regulations developed by the Superintendent.~~ The District may investigate stated residency as necessary.

**Minor Living Apart**

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student in Grandparent's After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**"Accredited" Defined**

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

---

**Note:** This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

---

**Bullying Prohibited**

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

**Minimum Standards**

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

**Retaliation**

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

**False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

**Timely Reporting**

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

**Reporting Procedures**

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
<b>Notice of Report</b>	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
<b>Prohibited Conduct</b>	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
<b>Investigation of Report</b>	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
<b>Concluding the Investigation</b>	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
<b>Notice to Parents</b>	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

<b>District Action</b>	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.  The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
<b>Confidentiality</b>	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
<b>Appeal</b>	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
<b>Records Retention</b>	Retention of records shall be in accordance with CPC(LOCAL).
<b>Access to Policy and Procedures</b>	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

**Rio Vista ISD**  
**2023–2024 Student Code of**  
**Conduct**



Contents

Rio Vista ISD’s Student Code of Conduct ..... 1

Student Code of Conduct..... 2

    Accessibility ..... 2

    Purpose ..... 2

**School District Authority and Jurisdiction..... 3**

    Campus Behavior Coordinator..... 3

    Threat Assessment and Safe and Supportive School Team..... 3

    Searches ..... 3

    Reporting Crimes..... 4

    Security Personnel ..... 4

    “Parent” Defined ..... 4

    Participating in Graduation Activities..... 5

    Unauthorized Persons ..... 5

**Standards for Student Conduct..... 6**

**General Conduct Violations ..... 7**

    Disregard for Authority ..... 7

    Mistreatment of Others ..... 7

    Property Offenses..... 8

    Possession of Prohibited Items..... 8

    Possession of Telecommunications or Other Electronic Devices ..... 9

    Illegal, Prescription, and Over-the-Counter Drugs..... 9

    Misuse of Technology Resources and the Internet..... 9

    Safety Transgressions ..... 10

    Miscellaneous Offenses..... 10

**Discipline Management Techniques..... 11**

    Students with Disabilities ..... 11

    Techniques ..... 11

    Prohibited Aversive Techniques ..... 12

    Notification..... 13

    Appeals ..... 13

**Removal from the School Bus ..... 14**

**Removal from the Regular Educational Setting ..... 15**

    Routine Referral ..... 15

    Formal Removal ..... 15

    Returning a Student to the Classroom ..... 15

<b>Out-of-School Suspension</b> .....	<b>16</b>
Misconduct .....	16
Process .....	16
Coursework During Suspension .....	17
<b>Disciplinary Alternative Education Program (DAEP) Placement</b> .....	<b>18</b>
Discretionary Placement: Misconduct That May Result in DAEP Placement.....	18
Mandatory Placement: Misconduct That Requires DAEP Placement.....	19
Sexual Assault and Campus Assignments .....	20
Process .....	20
Length of Placement.....	21
Appeals .....	22
Restrictions During Placement.....	22
Placement Review.....	23
Additional Misconduct.....	23
Notice of Criminal Proceedings.....	23
Withdrawal During Process .....	24
Newly Enrolled Students.....	24
Emergency Placement Procedure .....	24
Transition Services .....	24
<b>Placement and/or Expulsion for Certain Offenses</b> .....	<b>25</b>
Registered Sex Offenders.....	25
Certain Felonies .....	25
<b>Expulsion</b> .....	<b>28</b>
Discretionary Expulsion: Misconduct That May Result in Expulsion.....	28
Mandatory Expulsion: Misconduct That Requires Expulsion .....	30
Under Age Ten.....	31
Process .....	31
Length of Expulsion .....	33
Withdrawal During Process .....	33
Additional Misconduct.....	33
Restrictions During Expulsion .....	33
Newly Enrolled Students.....	33
Emergency Expulsion Procedures .....	34
DAEP Placement of Expelled Students.....	34
Transition Services .....	34
<b>Glossary</b> .....	<b>35</b>
<b>Appendix</b> .....	<b>A</b>

***Rio Vista ISD Student Code of Conduct***

2023-24 School Year

If you have difficulty accessing the information in this document because of disability, please contact Jeanne Cobb at 817-760-0111 or [jcobb@rvisd.net](mailto:jcobb@rvisd.net)

## **Student Code of Conduct**

### **Accessibility**

If you have difficulty accessing the information in this document because of disability, please contact *Jeanne Cobb, Assistant Superintendent, at 817-760-0111 or [jcobb@rvisd.net](mailto:jcobb@rvisd.net)*

### **Purpose**

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the Rio Vista ISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s website at [www.rvisd.net](http://www.rvisd.net). Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

### School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

### Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at [www.rvisd.net](http://www.rvisd.net)

### Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

### Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

## *School District Authority and Jurisdiction*

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

### **Reporting Crimes**

The principal *or* CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

### **Security Personnel**

To ensure the security and protection of students, staff, and property, the board employs police officers. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

The police officer employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, the District police officer shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, the District police officer may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as approved by the Superintendent.
8. Carry out all other duties as directed by the Superintendent.

### **“Parent” Defined**

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

### **Participating in Graduation Activities**

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

### **Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 22 for information regarding a student assigned to DAEP at the time of graduation.

**Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

### General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 16, **DAEP Placement** on page 17, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 28, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 15.

#### Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

#### Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

### Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Enter, without authorization, district facilities that are not open for operations.

### Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- \*A location-restricted knife;
- \*A club;
- \*A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

### Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 17 and **Expulsion** on page 28 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

## *General Conduct Violations*

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

### **Discipline Management Techniques**

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

### **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

### **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

## *Discipline Management Techniques*

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 16.
- Placement in a DAEP, as specified in **DAEP** on page 17.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25.
- Expulsion, as specified in **Expulsion** on page 28.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.

## *Discipline Management Techniques*

- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy Online® at the following address: [www.rvisd.net](http://www.rvisd.net)

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

## **Removal from the School Bus**

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

### **Removal from the Regular Educational Setting**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

#### **Routine Referral**

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

#### **Formal Removal**

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

#### **Returning a Student to the Classroom**

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

## **Out-of-School Suspension**

### **Misconduct**

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

**Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **Disciplinary Alternative Education Program (DAEP) Placement**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 6 and secondary classification shall be grades 7–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct.

#### **Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

## *Disciplinary Alternative Education Program (DAEP) Placement*

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion** on page 28.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 28.)

## *Disciplinary Alternative Education Program (DAEP) Placement*

- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  1. The student receives deferred prosecution (see **glossary**),
  2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
  3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the CBC.

### **Conference**

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,

## *Disciplinary Alternative Education Program (DAEP) Placement*

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Placement Order**

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

### **DAEP at Capacity**

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

### **Length of Placement**

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

## *Disciplinary Alternative Education Program (DAEP) Placement*

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

### **Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code of Conduct.

### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online<sup>®</sup> at the following address: [www.rvisd.net](http://www.rvisd.net)

Appeals shall begin at *Level One* with the *campus principal*.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

### **Restrictions During Placement**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

## *Disciplinary Alternative Education Program (DAEP) Placement*

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated, or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

## *Disciplinary Alternative Education Program (DAEP) Placement*

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal During Process**

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

## **Placement and/or Expulsion for Certain Offenses**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Students**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

### **Certain Felonies**

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must have:

## *Placement and/or Expulsion for Certain Offenses*

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

### **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

### **Placement Review**

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

## *Placement and/or Expulsion for Certain Offenses*

### **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

## **Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 17.)

#### **Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

## At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

## Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

## Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

**While in a DAEP**

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

**Under Federal Law**

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

**Under the Penal Code**

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
  - A location-restricted knife, as defined by state law. (See **glossary**.)

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See **glossary**.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or disabled individual.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

### Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,

2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Superintendent's authority to conduct hearings and expel students.

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Superintendent shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

### **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

## Glossary

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - (1) Knowing that it is within the limits of an incorporated city or town,
    - (2) Knowing that it is insured against damage or destruction,
    - (3) Knowing that it is subject to a mortgage or other security interest,
    - (4) Knowing that it is located on property belonging to another,
    - (5) Knowing that it has located within it property belonging to another, or
    - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damaging or destroying a building belonging to another, or
  - b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#); or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
  - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
  - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
  - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
  - a. A machine gun;
  - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

**Public Lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

## Appendix

### Disciplinary Procedure for the Student Code of Conduct

Students attending the Rio Vista Independent School District are responsible for conducting themselves properly in a manner appropriate to their age and level of maturity. Student responsibilities for achieving a positive learning environment free of disruption at school or during school-related activities on or off campus shall include but are not limited to the following:

1. Attending school regularly and being on time each day/class;
2. Being prepared for each class with all appropriate materials, equipment, and assignments;
3. Conforming to the proper standards of the student dress code, as set forth by the Student Handbook;
4. Showing respect toward school personnel, property, as well as all other students;
5. Behaving in a responsible manner conducive to the success of all people involved with the educational environment established within Rio Vista ISD;
6. Paying required fees and fines, unless otherwise specified by campus administration;
7. Refraining from violations of the Student Code of Conduct;
8. Obeying all school rules, classroom rules, as well as all safety rules;
9. Seeking changes in school policies and regulations in an orderly and responsible manner, through appropriate channels; and
10. Cooperating with staff during any investigation of disciplinary cases and volunteering information relating to a serious offense.

The Rio Vista Independent School District has authority and control over its students during the regular school day and while going to and from school via district transportation. This jurisdiction includes any activity during the school day on school grounds, attendance at any school-related activity regardless of time or location, and any school-related misconduct regardless of time or location.

The district's Student Code of Conduct applies to all school-sponsored and school-related activities, on or off campus. Students who violate these rules will be subject to disciplinary action and, when appropriate, may be referred to local legal authorities for criminal prosecution for violation of law. All appeals must be initiated with the proper appeal form(s), which can be accessed via the Rio Vista ISD Administrative Offices.

**Classes of Misconduct** – The Rio Vista Independent School District Discipline Management Program classifies student misconduct into six distinct classes. Each class is accompanied by various appropriate types of disciplinary techniques as well as the appropriate appeal procedures. All disciplinary decisions are at the discretion of campus/district administration.

**CLASS I** – Examples (NOT an inclusive list):

1. Inappropriate behavior (not abusive, threatening, or violent).
2. Tardiness.
3. Violation of dress code.
4. Being in an unauthorized location.
5. Failure to comply with district cell phone policy.
6. Skipping assigned detention.
7. Skipping assigned classes.
8. Public display of affection.
9. Cheating/Plagiarism.
10. Conduct/Behavior disruptive to the educational environment.
11. Minor destruction of school property, chromebook, restrooms, etc.

- **Appropriate Disciplinary Actions**

1. Counseling.
2. Loss of privileges.
3. Detentions (before school, after school, and during lunch).
4. In-school suspension (1-3 Days).
5. Friday / Saturday school.
6. Peer mediation.
7. Corporal Punishment (**Parental/guardian consent is required**).
8. Restitution

- **Conference/Appeal Procedure**

For the majority of Class I disciplinary actions, the appeal of Class I decisions is exhausted at the campus principal level.

In cases where the student is reassigned to in-school suspension, the parent will be notified as soon as reasonably possible. Appeals of Class I violations resulting in reassignment must be properly made within three days to campus administration. No appeal will be heard by central administration until the parent/guardian has appealed the decision to the campus administrator. The appeal process DOES NOT halt any assigned disciplinary procedure(s).

For more information related to the appeal process, please see FNG (LOCAL) of the Rio Vista ISD Board Policy Manual, which can be found online at [www.rvisd.net](http://www.rvisd.net)

**CLASS II** – Examples (NOT an inclusive list):

1. Persistent/Repeated Class I offenses.
2. Verbal abuse of staff, students, parents, or volunteers.
3. Disrespect towards or willful destruction of school or personal property and/or vandalism.
4. Interference with school discipline activities.
5. Leaving campus without consent of campus administration.
6. Hazing of students (TEC 37.152).
7. Bullying of students (TEC 37.0832).
8. Possession of items which jeopardize school safety (i.e. matches, lighters, pocket knives, needles, etc).
9. Refusal to follow directives of school personnel (insubordination).
10. Use of profanity.
11. Threats (verbal or written - not life-threatening).
12. Theft (Less than \$100.00).
13. Major destruction of school property, chromebook, restrooms, etc.

- **Appropriate Disciplinary Actions**

1. Class I disciplinary techniques.
2. In-school suspension (3-5 days).
3. Home suspension (1-3 days).

- **Conference/Appeal Procedure**

In cases where the student is reassigned to in-school suspension or is suspended from school, the parent will be notified as soon as reasonably possible. Appeals of Class II violations resulting in reassignment must be properly made within three days to campus administration. No appeal will be heard by Central Administration until the parent/guardian has appealed the decision to the campus principal. The appeal process DOES NOT halt any assigned disciplinary procedure(s).

For more information related to the appeal process, please see FNG (LOCAL) of the Rio Vista ISD Board Policy Manual, which can be found online at [www.rvisd.net](http://www.rvisd.net)

**CLASS III** – Examples (NOT an inclusive list):

1. Persistent/Repeated Class II offenses.
2. Sexual harassment (verbal and/or physical).
3. Racially, ethnically, or culturally motivated inappropriate behavior.
4. Theft (\$100.00-\$2,499.99).
5. Possessing, distributing, or accessing pornographic material in any media format.
6. Possession or use of tobacco and/or vapor cigarette and/or paraphernalia associated with tobacco and/or vapor cigarettes.\*
7. Possession of drug paraphernalia.
8. Fighting/mutual combat.
9. Assault (contact against someone OTHER THAN a school district employee or volunteer).
10. Possession of fireworks.

- **Appropriate Disciplinary Actions**

1. Class II disciplinary techniques.
2. In-school suspension (5+ days).
3. Home suspension (1-3 days).
4. Review for discretionary/mandatory DAEP placement.
5. \*Mandatory completion of M.D. Anderson online course.

- **Conference/Appeal Procedure**

In cases where the student is reassigned to in-school suspension, is suspended from school, or is placed in the district disciplinary alternative education program (DAEP), the parent will be notified as soon as reasonably possible. Appeals of Class III violations resulting in reassignment must be properly made within three days to campus administration. No appeal will be heard by Central Administration until the parent/guardian has appealed the decision to the campus principal. The appeal process DOES NOT halt any assigned disciplinary procedure(s).

For more information related to the appeal process, please see FNG (LOCAL) of the Rio Vista ISD Board Policy Manual, which can be found online at

[www.rvisd.net](http://www.rvisd.net)

**CLASS IV** – Examples (NOT an inclusive list):

1. Persistent/Repeated Class I, II, or III offenses.
2. Theft (\$2,500.00+)
3. Weapon – Non-expellable offenses.
4. Threat against a school employee.
5. Burglary of a motor vehicle on campus.
6. Gives, delivers, possesses, uses, or is under the influence of a controlled or simulated controlled substance.
7. Gives or abuses over the counter or prescription medications, nutritional supplements, dietary supplements, etc. (may be considered a Class III offense at the discretion of the campus principal).
8. Deliberate destruction of or tampering with computer data or networks of the RVISD.
9. Threat (verbal or written - life threatening).
10. Pervasive and/or seriously disruptive activity.
11. Inappropriate sexual conduct.
12. Public lewdness or indecent exposure.
13. Gives, delivers, sells, possesses, uses, or is under the influence of an alcoholic beverage.
14. Abuse of volatile chemicals.
15. Retaliation against a school employee.
16. Assault (bodily injury against someone OTHER THAN a school district employee or volunteer).
17. Gang related violence on campus.

• **Appropriate Disciplinary Actions**

1. Class III disciplinary techniques.
2. Review for discretionary/mandatory DAEP placement.
3. Review for discretionary/mandatory JJAEP placement.

• **Conference/Appeal Procedure**

In cases where the student is reassigned to the district disciplinary alternative education program (DAEP) or juvenile justice alternative education program (JJAEP), the parent will be notified as soon as reasonably possible. Appeals of Class IV violations resulting in reassignment must be properly made within three days to campus administration. No appeal will be heard by Central Administration until the parent/guardian has appealed the decision to the campus principal. The appeal process DOES NOT halt any assigned disciplinary procedure(s).

For more information related to the appeal process, please see FNG (LOCAL) of the Rio Vista ISD Board Policy Manual, which can be found online at [www.rvisd.net](http://www.rvisd.net)

**CLASS V** – Examples (NOT an inclusive list):

1. Serious or persistent misconduct violating the student code of conduct while assigned to an alternative education program.
2. Terroristic threat against another student.
3. Terroristic threat against school personnel.
4. Bomb threat.
5. Criminal mischief against another student (expulsion if felony offense).
6. Criminal mischief against school personnel (expulsion if felony offense).
7. Assault of a school district employee or volunteer.
8. False alarm or false report.
9. Selling or carrying with intent to distribute marijuana, inhalants, dangerous drugs/controlled substances.
10. Engaging in deadly conduct (possible expulsion).

- **Appropriate Disciplinary Actions**

1. Class IV disciplinary techniques.
2. Review for mandatory DAEP placement.
3. Review for discretionary/mandatory JJAEP placement.
4. Review for discretionary/mandatory expulsion.
  - **NOTE** – Expulsions are for up to one calendar year.

- **Conference/Appeal Procedure**

In cases where the student is reassigned to the district disciplinary alternative education program (DAEP), the parent will be notified as soon as reasonably possible. Appeals of Class V violations resulting in reassignment must be properly made within three days to campus administration. No appeal will be heard by Central Administration until the parent/guardian has appealed the decision to the campus principal. The appeal process DOES NOT halt any assigned disciplinary procedure(s).

In cases where the student is being considered for expulsion, a hearing will be conducted by the campus principal. Parents will be notified and given the opportunity to participate in this hearing. Any appeal associated with expulsion hearings must be properly made to the office of the superintendent within three days of the campus principal's determination. No appeal will be heard by the District Board of Trustees until the parent/guardian has appealed the decision to the district superintendent's office.

For more information related to the appeal process, please see FNG (LOCAL) of the Rio Vista ISD Board Policy Manual, which can be found online at [www.rvisd.net](http://www.rvisd.net)

**CLASS VI** – Examples (NOT an inclusive list):

1. Felony retaliation against a school employee.
2. Used, exhibited, or possessed a firearm on campus.
3. Used, exhibited, or possessed an illegal knife on campus.
4. Used, exhibited, or possessed an illegal club on campus.
5. Used, exhibited, or possessed a prohibited weapon on campus.
6. Arson.
7. Murder, capital murder, criminal attempt to commit murder or capital murder.
8. Indecency with a child.
9. Aggravated kidnapping.
10. Aggravated assault against someone OTHER THAN a school employee or volunteer.
11. Aggravated assault against a school employee or volunteer.
12. Sexual assault or aggravated sexual assault against someone OTHER THAN a school employee or volunteer.
13. Sexual assault or aggravated sexual assault against a school employee or volunteer.
14. Felony controlled substance violations.
15. Felony alcohol violations.
16. Aggravated robbery.
17. Manslaughter.
18. Criminally negligent homicide.

- **Appropriate Disciplinary Actions**

1. Class V disciplinary techniques.
2. Review for discretionary/mandatory expulsion & JJAEP placement.
  - **NOTE** – Expulsions are for up to one calendar year.

- **Conference/Appeal Procedure**

In cases where the student is being considered for expulsion, a hearing will be conducted by the campus principal. Parents will be notified and given the opportunity to participate in this hearing. Any appeal associated with expulsion hearings must be properly made to the office of the superintendent within three days of the campus principal's determination. No appeal will be heard by the District Board of Trustees until the parent/guardian has appealed the decision to the district superintendent's office. The appeal process DOES NOT halt any assigned disciplinary procedure(s).

For more information related to the appeal process, please see FNG (LOCAL) of the Rio Vista ISD Board Policy Manual, which can be found online at [www.rvisd.net](http://www.rvisd.net)

RESOLUTION

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIO VISTA INDEPENDENT SCHOOL DISTRICT FOR COMPLIANCE WITH THE GOOD CASUE EXEPTION FOR SCHOOL SAFETY OFFICERS ON SCHOOL CAMPUSES;

WHEREAS, the RIO VISTA Independent School District desires to contribute to the protection and safety of students, staff, teachers and administrators in the District; and

WHEREAS, the RIO VISTA Independent School District wishes to provide the safest and most secure learning environment for the students, staff, teachers and administrators in the District, and

WHEREAS, the RIO VISTA Independent School District's Police Department provides a valuable contribution for service and safety for a to the students, staff, teachers, and administrators within the District; and

WHEREAS, the RIO VISTA Independent School District's Police Department currently employs one officer within its department; and

WHEREAS, House Bill 3, to be enacted September 1, 2023, relating to measures for ensuring public school safety, ensuring safe and secure learning environments for students, staff, teachers and administrators requires Armed Security Officers be placed at each campus with the District; and

WHEREAS, House Bill 3, Sec. 37.0814, provides a Good Cause Exception to aid school districts in complying with State Law; and

NOW, THEREFORE, BE IT RESOLVED BY THE RIO VISTA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES OF RIO VISTA, TEXAS:

SECTION 1. That the RIO VISTA Independent School District hereby is authorized to evoke the Good Cause Exception placing trained Guardians on campuses under House Bill 3, Sec. 37.0814 and Sec 37.089.

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Board Policies of the RIO VISTA Independent School District, and it is accordingly so resolved.

APPROVED on this the \_\_\_\_ th day of \_\_\_\_\_, 2023.

Approved:

Attest:

\_\_\_\_\_  
Board President  
Rio Vista Independent School District

\_\_\_\_\_  
Board Secretary  
Rio Vista Independent School District