



# North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

## NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on November 8, 2021. The Board will convene in Open Session at 5:30 PM, then move into Executive Session and resume the public portion of the meeting no earlier than 6:15 PM. The Board will meet on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas 78217. Such meeting is a regular meeting.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

Items will not necessarily be discussed or considered in the order they are printed. Anyone wishing exhibit information in accordance with Local Board Policy GBA, must contact the Public Information Officer.

### MISSION STATEMENT

We challenge and encourage each student to achieve and demonstrate academic excellence, technical skills, and responsible citizenship.

#### I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

#### II. EXECUTIVE SESSION

A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Routine Personnel including but not limited to Administrative Appointments

- a. Assistant Principal of Krueger Middle School
- b. Director of Internal Audit
- c. Director of Procurement and eCommerce

2. Discussion Regarding Submission of Complaint to SBEC for Job Abandonment Without Good Cause by Chapter 21 Contract Employee(s)

3. Discussion Regarding Proposed Recommendation for Termination of Director of Engineering and Technologies Academy (ETA) at Roosevelt High School

B. Consultation with Board's Attorney pursuant to Government Code Section 551.071

1. Consultation Regarding Handling of Request for Information
2. Pending and/or Possible Litigation

#### III. RECONVENE INTO OPEN SESSION

#### IV. WELCOME FROM THE BOARD PRESIDENT

#### V. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Jackson Middle School

**Presenter:** Erin Deason, Principal

VI. **MATTERS FROM THE FLOOR**

VII. **MATTERS FROM EXECUTIVE SESSION**

A. Personnel Including but not Limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Possible Action Regarding Routine Personnel including but not limited to Administrative Appointments 5

**Presenter:** Rudy Jimenez, Chief of Schools and Leadership, Chyla Whitton, Executive Director, Human Resources

a. Assistant Principal of Krueger Middle School

b. Director of Internal Audit

c. Director of Procurement and eCommerce

2. Possible Action to Submit Complaint to SBEC for Job Abandonment Without Good Cause by Chapter 21 Contract Employee(s) 6

**Presenter:** Rudy Jimenez, Chief of Schools and Leadership, Chyla Whitton, Executive Director, Human Resources

3. Possible Action Regarding Proposed Recommendation for Termination of Director of Engineering and Technologies Academy (ETA) at Roosevelt High School 7

**Presenter:** Rudy Jimenez, Chief of Schools and Leadership, Chyla Whitton, Executive Director, Human Resources

VIII. **PRESENTATIONS**

A. North East Educational Foundation Annual Report to the Board of Trustees for the July 2020 to June 2021 Fiscal Year 8

**Presenter:** Sean Maika, Superintendent of Schools, Jim Barshop, Executive Director, Partnerships and NEEF

IX. **BOARD BUSINESS**

A. Possible Action Regarding Election of Bexar Appraisal District Board of Directors, 2022-2023-Voting Phase 9

**Presenter:** Shannon Grona, President, Board of Trustees

B. Discussion of Possible Policy BDF(LOCAL)

**Presenter:** Shannon Grona, President, Board of Trustees

X. **NEW BUSINESS FOR POSSIBLE BOARD ACTION**

A. COVID-19 Information Update on and Possible Adjustment to Existing COVID-19 Plan

B. Board Policy

1. Possible Action Regarding Board Policy, Update 117, First Reading 13

**Presenter:** Sean Maika, Superintendent of Schools

2. Possible Action Regarding Board Policy DEC(LOCAL), First Reading 50

**Presenter:** Rudy Jimenez, Chief of Schools and Leadership, Dan Villarreal, Chief Financial Officer, Chyla Whitton, Executive Director, Human Resources, Brian Moy, Executive Director, Finance and Accounting

C. Instruction and Campus Administration

1. Possible Action Regarding Adoption of 2021-2022 Early Literacy and Math Proficiency and College, Career, and Military Readiness Goals 64

<b>Presenter:</b> Anthony Jarrett, Chief Instructional Officer, Jennifer Gutierrez, Executive Director, Curriculum and Instruction, Esmeralda Munoz, Executive Director, Learning Support Services	
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<b>Presenter:</b> Anthony Jarrett, Chief Instructional Officer, Esmeralda Munoz, Executive Director, Learning Support Services	
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<b>Presenter:</b> Anthony Jarrett, Chief Instructional Officer, Esmeralda Munoz, Executive Director, Learning Support Services	
D. Business Services	
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<b>Presenter:</b> Dan Villarreal, Chief Financial Officer, Brian Moy, Executive Director, Finance and Accounting, Jeff Coats, Senior Director, Accounting and Payroll	
2. Possible Action Regarding Public Notice of the School FIRST Rating Report of Superior Achievement	70
<b>Presenter:</b> Dan Villarreal, Chief Financial Officer, Brian Moy, Executive Director, Finance and Accounting, Jeff Coats, Senior Director, Accounting and Payroll	
E. Consent	
1. Internal Audit Plan	86
2. Business Services	
a. Donations	117
b. 50K Purchases	125
3. Operations	
a. Professional Services Contracts, Construction Contracts, and Related Contract Amendments Supporting the 2015 Bond Program and M&O Funded Program	128
4. Minutes from October 2021	
5. End of Consent	
<b>XI. REPORTS</b>	
A. Interim Financial and Management Reports	
B. Awarded Bid Report	
C. 1st Quarter Investment Report	
<b>XII. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBERS' REQUEST(S) FOR ITEM(S) TO BE PLACED ON A FUTURE AGENDA AND/OR REQUEST(S) FOR REPORT(S) FROM THE ADMINISTRATION</b>	
<b>XIII. ADJOURNMENT</b>	

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*If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.*

## **CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 5th day of November, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

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The North East Independent School District does not discriminate  
on the basis of race, color, religion, gender, national origin, age or disability



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Rudy Jimenez  
Chyla Whitton, Executive  
Director for Human  
Resources

Subject: Employment of Personnel  
New Hires

Related Page(s): None

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

#### **ADMINISTRATIVE CONSIDERATION**

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

#### **BUDGETARY CONSIDERATION**

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Rudy Jimenez  
Chyla Whitton,  
Executive Director  
Human Resources

Subject: Possible action to submit complaint  
to SBEC for job abandonment by  
Chapter 21 contract employee(s)

Related Page(s): Principal Memos

### ACTION ITEM

#### **BACKGROUND INFORMATION**

The Texas Administrative Code § 249.15 subsection (b) states “The SBEC [State Board of Educator Certification] may take any action listed in subsection (a) of this section based on satisfactory evidence that: (5) the person has abandoned a contract in violation of the Texas Education Code § 21.210 (c).” This Education Code provision permits a school district board of trustees to take appropriate action to notify the SBEC when a teacher abandons his or her job by leaving the district outside the allowable window to do so and in breach of the existing contract without good cause for doing so.

#### **ADMINISTRATIVE CONSIDERATION**

Formal approval of the proposed recommendation for the SBEC notification of the abandonment of a contract by Chapter 21 contract employee(s) by the Board of Trustees is required.

#### **BUDGETARY CONSIDERATION**

Not Applicable

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve the SBEC notification of the job abandonment by the Chapter 21 contract employee(s). Despite being informed that the District would not allow employee(s) out of their contract, the employee(s) left anyway, thereby forcing the NEISD campus to fill the position during a time of year that is challenging to recruit available and qualified candidates. None of the reasons provided by the employees constituted good cause for the employees to have abandoned their respective contracts.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Rudy Jimenez  
Chyla Whitton,  
Executive Director,  
Human Resources

Subject: Proposed Recommendation  
For Termination of  
Director of Engineering and  
Technologies Academy (ETA) at  
Roosevelt High School

Related Page(s): None

### ACTION ITEM

#### **BACKGROUND INFORMATION**

The Director of Engineering and Technologies Academy (ETA) at Roosevelt High School is employed under a Chapter 21 term contract. Texas Education Code § 21.211(a) states "The board of trustees may terminate a term contract and discharge a teacher at any time for: (1) good cause as determined by the board."

#### **ADMINISTRATIVE CONSIDERATION**

Formal approval of the proposed recommendation for termination of this Chapter 21 term contract employee by the Board of Trustees is required.

#### **BUDGETARY CONSIDERATION**

Money is budgeted each year in the appropriate accounts for potential Chapter 21 hearings before Hearing Examiners.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the proposed termination of the identified employee's Chapter 21 term contract as discussed in executive session and notify the employee of the proposed action to include the reasons for the action.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Sean Maika  
Jim Barshop,  
Executive Director,  
Partnerships  
And NEEF

Subject: North East Educational Foundation Related Page(s): Annual Report  
Annual Report to the Board of  
Trustees for the July 2020 to June  
2021 Fiscal Year

### **PRESENTATION**

#### **BACKGROUND INFORMATION**

At the April 10, 2017 NEISD Board of Trustees meeting, the North East Educational Foundation presented a resolution to approve full-time NEISD positions to work with the North East Educational Foundation (NEEF). After careful study, the Board of Trustees approved up to 3 additional full-time positions to work with NEEF. The NEISD Director of Partnerships became the Executive Director of Partnerships and NEEF, a Community Relations Specialist was hired for 50% NEEF workload and a Development Coordinator was hired for 75% NEEF workload. Through tighter coupling with the district, designated funds to the North East Educational Foundation for NEISD campuses and projects are now accepted. NEEF is now able to generate positive publicity, partnerships and many more funds for NEISD students and teachers.

#### **BUDGETARY CONSIDERATION**

No additional budgetary consideration.

#### **ADMINISTRATIVE RECOMMENDATION**

The North East Educational Foundation Board promised to deliver an annual report to the Board of Trustees on the status of their fundraising efforts each year. This report will summarize the progress of NEEF in its fourth year of the NEISD/NEEF Partnership from July 2020 through June 2021.

#### **BOARD ACTION REQUIRED**

None



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Shannon Grona  
Board President

Subject: Election of Bexar Appraisal District  
Board of Directors, 2022-2023-Voting  
Phase

Related Page(s): Attachments

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

Nominations for the Bexar County Appraisal District Board of Directors for 2022-2023 were submitted and processed. As required by Section 6.03(k), Texas Property Tax Code, “the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15.”

Each taxing unit is entitled to cast its votes for one candidate or distribute them among candidates for any number of directors. The five candidates with the greatest number of votes will be declared elected and results will be delivered to each taxing unit by December 31. North East ISD has a total of 743 votes.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees determine the candidate(s) for whom they wish to cast their votes and submit said votes to the Chief Appraiser through the adoption of a resolution before December 15.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

# Resolution

## North East Independent School District

BE IT RESOLVED that the Board of Trustees of the North East Independent School District met in a regular meeting on this 8<sup>th</sup> day of November 2021, and among other businesses, the following was had, to wit;

WHEREAS, Section 6.03(k) of the Texas Property Tax Code provides for the establishment of a single countywide appraisal district, and

WHEREAS, the appraisal district is to be governed by a board of five directors, and

WHEREAS, the board of directors is to be elected by the voting members of the appraisal district, and

WHEREAS, the North East Independent School District is a voting member of the Bexar Appraisal District and is entitled to 743 votes, and  
by

WHEREAS, the North East Independent School District is entitled to cast its votes for one candidate or distribute them among candidates for any number of directors,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the North East Independent School District will cast its votes in the following manner.

Jon Fisher, \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_

APPROVED, this 8<sup>th</sup> day of November 2021, by the Board of Trustees of the North East Independent School District

Shannon Grona  
President, Board of Trustees

Sandy Hughey  
Secretary, Board of Trustees



OFFICIAL ELECTION BALLOT  
OF BEXAR APPRAISAL DISTRICT BOARD OF DIRECTORS  
TO SERVE TWO-YEAR TERM  
FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2023

**CANDIDATE**

**NUMBER OF VOTES**

CHERI BYROM  
(NOMINATED BY SOUTHWEST ISD)

\_\_\_\_\_

TRISH DEBERRY  
(NOMINATED BY BEXAR COUNTY)

\_\_\_\_\_

NORMA CAVAZOS  
(NOMINATED BY HARLANDALE ISD)

\_\_\_\_\_

JON FISHER  
(NOMINATED BY NORTH EAST ISD)

743

DAVE GANNON  
(NOMINATED BY NORTHSIDE ISD)

\_\_\_\_\_

DR. ADRIANA ROCHA GARCIA  
(NOMINATED BY THE CITY OF SAN ANTONIO)

\_\_\_\_\_

ERIN HARRISON  
(NOMINATED BY THE CITY OF OLMOS PARK)

\_\_\_\_\_

LOUIE G. LUNA  
(NOMINATED BY HARLANDALE ISD)

\_\_\_\_\_

MARIAN V. MENDOZA  
(NOMINATED BY THE CITY OF HELOTES)

\_\_\_\_\_

LESLIE SACHANOWICZ  
(NOMINATED BY THE ALAMO COMMUNITY COLLEGE DISTRICT)

\_\_\_\_\_

TAXING UNIT NAME: North East ISD

**IMPORTANT -- VOTE MUST BE MADE BY RESOLUTION.**  
**PLEASE BE SURE TO ATTACH THIS BALLOT TO YOUR RESOLUTION.**

Taxing Unit	2020 Tax Levy	Sum of Levies	Votes	% of Votes
ALAMO COMMUNITY COLLEGE DIST.	\$254,322,861.19	\$3,610,864,370.20	352	7.04%
CITY OF ALAMO HEIGHTS	\$6,406,699.62	\$3,610,864,370.20	9	0.18%
ALAMO HEIGHTS ISD	\$82,470,049.78	\$3,610,864,370.20	114	2.28%
CITY OF BALCONES HEIGHTS	\$1,721,653.46	\$3,610,864,370.20	2	0.05%
BEXAR COUNTY	\$467,472,371.81	\$3,610,864,370.20	647	12.95%
BOERNE ISD	\$31,217,074.86	\$3,610,864,370.20	43	0.86%
CITY OF CASTLE HILLS	\$3,745,816.18	\$3,610,864,370.20	5	0.10%
CITY OF CHINA GROVE	\$279,007.46	\$3,610,864,370.20	0	0.01%
COMAL ISD	\$38,055,386.45	\$3,610,864,370.20	53	1.05%
CITY OF CONVERSE	\$8,201,284.98	\$3,610,864,370.20	11	0.23%
EAST CENTRAL ISD	\$51,596,955.11	\$3,610,864,370.20	71	1.43%
EDGEWOOD ISD	\$21,157,789.03	\$3,610,864,370.20	29	0.59%
CITY OF ELMENDORF	\$601,707.72	\$3,610,864,370.20	1	0.02%
CITY OF FAIR OAKS RANCH	\$4,039,528.16	\$3,610,864,370.20	6	0.11%
FLORESVILLE ISD	\$21,312.99	\$3,610,864,370.20	0	0.00%
CITY OF GREY FOREST	\$49,152.38	\$3,610,864,370.20	0	0.00%
HARLANDALE ISD	\$28,308,727.54	\$3,610,864,370.20	39	0.78%
CITY OF HELOTES	\$3,967,229.38	\$3,610,864,370.20	5	0.11%
CITY OF HILL COUNTRY VILLAGE	\$512,757.11	\$3,610,864,370.20	1	0.01%
TOWN OF HOLLYWOOD PARK	\$2,837,422.33	\$3,610,864,370.20	4	0.08%
JUDSON ISD	\$140,894,740.95	\$3,610,864,370.20	195	3.90%
CITY OF KIRBY	\$2,679,244.95	\$3,610,864,370.20	4	0.07%
CITY OF LEON VALLEY	\$5,482,410.68	\$3,610,864,370.20	8	0.15%
CITY OF LIVE OAK	\$6,145,476.08	\$3,610,864,370.20	9	0.17%
CITY OF LYTLE	\$4,781.03	\$3,610,864,370.20	0	0.00%
MEDINA VALLEY ISD	\$14,753,457.00	\$3,610,864,370.20	20	0.41%
NORTH EAST ISD	\$536,392,634.46	\$3,610,864,370.20	743	14.85%
NORTHSIDE ISD IN BEXAR COUNTY	\$774,232,154.72	\$3,610,864,370.20	1072	21.44%
CITY OF OLMOS PARK	\$2,879,805.99	\$3,610,864,370.20	4	0.08%
CITY OF SAN ANTONIO	\$660,390,170.39	\$3,610,864,370.20	914	18.29%
SAN ANTONIO ISD	\$305,650,015.83	\$3,610,864,370.20	423	8.46%
CITY OF SANDY OAKS	\$454,897.21	\$3,610,864,370.20	1	0.01%
CITY OF SCHERTZ	\$2,242,542.25	\$3,610,864,370.20	3	0.06%
SCHERTZ-CIBOLO ISD	\$11,449,970.13	\$3,610,864,370.20	16	0.32%
CITY OF SELMA	\$1,604,693.50	\$3,610,864,370.20	2	0.04%
CITY OF SHAVANO PARK	\$3,624,350.11	\$3,610,864,370.20	5	0.10%
CITY OF SOMERSET	\$726,639.31	\$3,610,864,370.20	1	0.02%
SOMERSET ISD IN BEXAR COUNTY	\$7,902,724.63	\$3,610,864,370.20	11	0.22%
SOUTH SAN ISD	\$27,847,954.91	\$3,610,864,370.20	39	0.77%
SOUTHSIDE ISD	\$24,015,283.83	\$3,610,864,370.20	33	0.67%
SOUTHWEST ISD	\$56,394,921.15	\$3,610,864,370.20	78	1.56%
CITY OF ST HEDWIG	\$732,200.26	\$3,610,864,370.20	1	0.02%
CITY OF TERRELL HILLS	\$5,368,764.85	\$3,610,864,370.20	7	0.15%
CITY OF UNIVERSAL CITY	\$8,812,189.31	\$3,610,864,370.20	12	0.24%
CITY OF WINDCREST	\$3,197,559.13	\$3,610,864,370.20	4	0.09%

<b>TOTAL</b>	\$3,610,864,370.20		5000	100%
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Texas Property Tax Code Sec. 6.03

"The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district."

**\*A recent amendment to Section 6.03, Texas Tax Code states "A taxing unit with at least 5% of the total votes in the election for Bexar Appraisal District Board of Directors must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body."**



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Sean Maika  
Superintendent

Subject: Board Policy Update 117,  
First Reading

Related Page(s): Attachments

## ACTION ITEM

### **BACKGROUND INFORMATION**

Update 117 includes policy revisions in response to revised state and federal rules. In addition, the update includes a reorganization of the legally referenced policies in the CH and CV series regarding purchasing and facilities construction. Local policy recommendations address revisions to the leaves and absences policy and an optional delegation to the superintendent for certain emergency contracts.

Please note that (LEGAL) policies reflect the ever-changing legal context for governance and management of the district. They should not be adopted, but rather, should inform local decision making. The (LOCAL) policy recommendation in this update will need close attention by both the administration and the board to ensure that they reflect the practices of the district and the intentions of the board. Board action is needed to adopt, revise, or repeal (LOCAL) policy.

### **ADMINISTRATIVE RECOMMENDATION**

While most of the policies included in this update are (LEGAL) policies, the update recommends the Board add, revise, or delete three (3) (LOCAL) policies. The following (LOCAL) policies are presented to the Board for consideration.

CH	(LOCAL)	Purchasing and Acquisition
CV	(LOCAL)	Facilities Construction
DEC	(LOCAL)	Compensation and Benefits-Leaves and Absences

### **RECOMMENDATION**

It is recommended that the Board approve the first reading of the above listed policies included in Update 117 with the exception of DEC(LOCAL) as presented. DEC(LOCAL) requires additional revisions in addition to the TASB recommended changes and will be presented to the Board separately.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



## (LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's 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; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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**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 makes formatting changes appear tracked, even though the text remains the same.

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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 512.467.0222	800.580.1488 512.467.3689

PURCHASING AND ACQUISITION

CH  
(LOCAL)

**Purchasing  
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs ~~\$50,000~~ \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for  
Emergency  
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing  
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

*Competitive  
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders 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.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive  
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time

PURCHASING AND ACQUISITION

CH  
(LOCAL)

specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

**Electronic Bids or Proposals**

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

**Responsibility for Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase Commitments**

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

**Personal Purchases**

District employees shall not be permitted to make purchases for personal use through the District's business office.

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

The Superintendent is authorized to select architects and engineers for projects valued at or below \$50,000.

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**Note:** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

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**Change Orders**

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

**Project Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

**Leave Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term “immediate family” is defined as:

**Immediate Family**

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

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

**Family Emergency**

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

**Leave Day**

A “leave day” for purposes of earning, ~~using~~**use**, or recording-~~of~~ leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

**School Year**

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

**Regular Employee**

The term “regular employee” shall include all employees who work at least 20 hours per week and are hired to work four and one-half months or more in a fiscal year.

**Supervisor**

A “supervisor” is the administrator authorized to approve and sign absence from duty reports for a campus or department.

**Catastrophic Illness or Injury**

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. **Such**

conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph. ~~Complications resulting from pregnancy shall be treated the same as any other condition.~~

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

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**Availability**

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

**Exempt Employee**

In the first year of employment for an ~~For~~ exempt employee ~~employ-ees~~, local ~~sick~~ leave shall be made available as earned. ~~In through June 30 of the first year of employment. For each~~ subsequent years, the district shall make ~~year~~, local ~~sick~~ leave for the current year available for use at the beginning of the school ~~that year shall be made available for use as of July 1.~~

**Nonexempt Employee**

Local leave for a ~~For~~ nonexempt employee ~~employees~~, local ~~sick leave~~ shall be made available as earned.

**State Earning Local Sick Leave**

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

**Deductions**

~~Leave Without Pay~~

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

Leave Proration

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

~~Employed for Less Than Full Year~~

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for ~~state personal leave the employee used beyond his or her pro rata entitlement for the school year.:~~

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

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<del>Employed for Full Year</del>	<del>If an exempt employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.</del>
<b>Recording</b>	<del>Leave shall be recorded in accordance with administrative regulations.</del>
<b>Order of Use</b>	<del>Earned compensatory time shall be used before any available paid state and local leave. [See DEA]</del> <del>Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:</del> <ol style="list-style-type: none"><li><del>1. Local leave.</del></li><li><del>2. State sick leave accumulated before the 1995-96 school year.</del></li><li><del>3. State personal leave.</del></li><li><del>4. Vacation/nonscheduled workdays.</del></li></ol> <del>Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.</del>
<b>Concurrent Use of Leave</b>	<del>When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.</del> <del>The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.</del> <del>An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</del>
<b>Medical Certification</b>	An employee shall submit medical certification of the need for leave if: <ol style="list-style-type: none"><li>1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;</li><li>2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; <b>or</b></li><li><del>3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition or that of the employee's</del> <b>a</b> spouse, parent, or child; <b>or</b></li></ol>

~~4.3. The employee requests FMLA leave for military caregiver leave purposes.~~

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

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

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**State Personal Leave**

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

~~Nondiscretionary~~  
~~Non-Discretionary~~ Use

~~4.4. Nondiscretionary~~~~Non-discretionary~~ use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

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

Discretionary Use

~~2.5.~~ Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

~~Limitations~~

Request for  
Leave

~~In deciding whether to approve or deny a~~~~The employee shall submit a written~~ request for discretionary use of state personal leave, ~~to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and (i.e., the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, days scheduled for state-mandated assessments, or professional or staff development days) or~~ District operations, as well as the availability of substitutes.

~~Duration of  
Leave~~

Discretionary use of state personal leave shall not exceed three consecutive workdays.

**Local Sick Leave**

~~Each employee~~ ~~All employees~~ shall earn paid local ~~sick~~ leave days each school year in accordance with administrative regulations.

Local ~~sick~~ leave shall accumulate without limit.

Local ~~sick~~ leave shall be used according to the terms and conditions of state sick leave accumulated ~~before~~~~prior to~~ the 1995-96

school year, except that an employee may contribute local leave to a sick leave bank. [See DEC(LEGAL)]

### Sick Leave Bank

The District shall establish a ~~An employee's local~~ sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank ~~balance~~ shall be solely for ~~reduced to zero upon termination or at the end of~~ the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:

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

### Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator ~~termination occurs, whichever comes first.~~

### Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

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**Note:** See DECA(LEGAL) for provisions addressing FMLA.

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### Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

### Combined Leave for Spouses

~~When~~ If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined

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total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. ~~{See DECA(LEGAL)}~~

Intermittent or  
Reduced Schedule  
Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. ~~{See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.}~~

Certification of  
Leave

~~When~~If an employee requests leave, the employee shall provide certification, ~~in accordance with~~as required by FMLA regulations, of the need for leave. ~~{See DECA(LEGAL)}~~

Fitness-for-  
DutyMedical  
Certification

~~In accordance with administrative regulations, when~~If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. ~~If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.~~

Leave at the End of  
SemesterLeave

~~When~~If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. ~~{See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER}~~

Unpaid Failure to  
Return

~~If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. {See DECA(LEGAL), RECOVERY OF BENEFIT COST}~~

Parental Leave

When an employee is eligible for FMLA leave for the birth or adoption of a child, the District shall grant the employee unpaid parental leave to a maximum of 180 calendar days, to run concurrently with FMLA leave and all other available leave.

**Temporary Disability  
Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification (SBEC) or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.] ~~Temporary disability leave shall be used concurrently with all other types of leave.~~

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent ~~or designee~~ as a request for temporary disability leave.

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

**Personal Illness  
Leave**

Any paraprofessional, auxiliary, or professional employee whose position does not require educator certification by the SBEC, or by the District, or a permanent part-time employee whose position requires educator certification by the SBEC or by the District, shall be eligible for personal illness leave. The maximum length of personal illness leave shall be 180 calendar days for a work-related or non-work-related personal injury or illness.

Personal illness leave shall be used concurrently with all other types of leave.

**Workers'  
Compensation**

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**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

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~~An employee who suffers a work-related injury or illness and who must be off work due to the injury or illness shall be governed by applicable provisions of the Workers' Compensation Act and the FMLA.~~

~~An employee receiving workers' compensation wage benefits may elect to receive accrued paid leave benefits, whether or not such employee is on FMLA leave. If such an election is made by the employee, the District shall pay the difference between the weekly income benefit received under workers' compensation and the employee's regular weekly compensation and shall charge leave proportionately.~~

~~{See also CRE(LEGAL)}~~

~~An employee whose accumulated leave is exhausted prior to or during an absence for a work-related injury or illness shall be placed on an unpaid leave of absence. Except while on FMLA leave, the employee shall be responsible for full payment in advance of all premiums for insurance benefits during such leave of absence. {See CRD(LOCAL)}~~

~~Upon release from workers' compensation for regular or accommodated duty, the employee must request reinstatement of employment in writing. The request must be accompanied by a physician's statement certifying the employee's fitness to return to work. If the release is for an accommodated-duty position, the return to work shall be coordinated by the risk management department.~~

~~Except as required under the temporary disability law, an employee released from workers' compensation shall be considered for a position for which the employee is qualified, provided such a position is available. If no position for which the employee is qualified is available at the time the employee requests reinstatement, the employee shall be considered for a subsequent vacancy.~~

~~Failure of an employee to report to the District upon release from workers' compensation leave within three days or refusal to accept an offered position shall constitute resignation.~~

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business, ~~for which the employee has not been subpoenaed~~, shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay ~~if he or she does not have a personal leave balance~~.

Payment for Accumulated Leave Upon Separation

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

An employee who separates from employment with the District shall be eligible for payment for accumulated state and local leave under the following conditions:

1. The employee has at least ten consecutive years of service with the District.
2. The employee is retiring under the Texas Teacher Retirement System (TRS).

The employee shall receive payment for each day of accumulated state and local leave at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

Upon the death of a current District employee, the District shall pay to the employee's TRS beneficiary any benefits for which the employee would have been eligible under these provisions.

**Other Special Leaves**

~~Absences for court appearances in which an employee is required to respond to a lawfully issued court subpoena, whether for personal or District business, shall be treated as though the employee is attending work and shall not be deducted from personal leave. A copy of the lawfully issued court subpoena must be provided to the employee's immediate supervisor prior to the time the employee is required to appear in court. Personal leave shall not be deducted only for the period of time for which the employee is required to complete his or her court appearance in compliance with the subpoena, and any leave from work taken after completion of the court appearance shall be subject to normal deductions.~~

**~~Bereavement  
(Funeral Leave)~~**

~~Use of state and/or local leave for death in the immediate family shall not exceed ten leave days per occurrence, subject to the approval of the District.~~

**~~Religious  
Observances~~**

~~An employee requesting to attend a religious observance on a regularly scheduled school day may use discretionary leave. In the event that all discretionary leave has been used, deductions from the employee's salary shall be made on the basis of the employee's daily rate of pay.~~

**Parental Leave**

On a case-by-case basis and in light of the needs of the educational program of the District, the Superintendent may grant an unpaid leave for a period not to exceed ten school days in circumstances not covered by any other provisions of this policy.

~~An employee who qualifies for FMLA leave and who becomes a parent through either childbirth or adoption may be granted a parental leave of absence without pay for a maximum of 180 calendar days. This leave shall be used concurrently with all other types of leave. When both parents are employed by the District, only one employee shall be eligible for this parental leave [see COMBINED LEAVE FOR SPOUSES, above]. In cases where the leave begins during a semester, the expiration date may be extended to coincide with the beginning of a new school year.~~

**~~Birth~~**

~~An employee who gives birth may use accumulated sick leave only for the period of convalescence as determined by a physician. Personal leave, local sick leave, and vacation days may be used concurrently with FMLA leave or temporary disability leave, when applicable. When paid leave is exhausted, the employee shall be on leave without pay.~~

**~~Adoption~~**

~~An employee who adopts a child shall be eligible for parental leave. The employee may use any combination of accumulated vacation days, state personal leave, and local sick leave during the bonding process, up to a maximum of 20 days. Thereafter, the employee shall be on leave without pay.~~

**Leave for Advanced Academic Preparation**

~~A one-year, unpaid leave of absence for advanced academic preparation may be granted by the Board upon recommendation of the Superintendent after completion of two consecutive years of employment in the District. An employee shall submit a written request prior to June 1 for a leave period occurring during the next school year. Any exception to this requirement must be approved by the Superintendent or designee. In addition, the employee must be enrolled in an approved graduate program for a minimum of nine hours during each of the fall and spring semesters. An approved advanced degree plan shall be on file in the District's personnel office. The Superintendent or designee shall recommend approval of the leave to the Board if the employee meets the criteria and has been recommended by the principal.~~

~~The employee must notify the executive director of personnel in writing by March 1 of the year in which the employee is on leave of whether or not the employee plans to return to his or her position in the District.~~

~~After completion of the leave, the employee shall be assigned to the same campus provided a vacancy is available in an area for which the employee is certified. All accrued benefits shall be retained. Should the employee fail to give notice of intent to return, a position shall not be held, and benefits shall be forfeited.~~

~~During the leave of absence for advanced academic preparation, the employee may continue participation in the employee health-care program by paying premiums in advance. [See CRD(LOCAL)]~~

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**Note:**— The provisions in the following section of the policy shall be made available in accordance with Settlement Agreement in Cause # 88-CI-05587, in the 150th Judicial District, Bexar County, Texas, August 1989.

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**Developmental Leave of Absence for Employee Organization Presidents**

Employees serving as employee organization presidents shall be granted an unpaid leave of absence pursuant to Education Code 21.452. During such leave, no federal or state tax contributions shall be made for those employees. Such leave shall be for one year, renewable for one additional year.

An employee on such a developmental leave shall continue to be a member of TRS ~~the Teacher Retirement System of Texas (TRS)~~

and shall be an employee of the District for purposes of participating in programs, holding memberships, and receiving benefits afforded by employment in the District.

The following guidelines shall apply to employee organization presidents requesting developmental leave of absence:

1. Requests for such leave shall be filed in writing with the Superintendent at least one month prior to the beginning of the leave. Requests to extend the leave for a second year shall be filed no later than April 15 of the year preceding the school year for which renewal is sought. The employee shall be given notice that the renewal is granted prior to April 15 of the year preceding the school year for which the renewal is sought.
2. An employee on continuing contract shall remain on continuing contract during the leave, without salary, and shall remain on continuing contract upon his or her return from leave, unless removed therefrom in accordance with provisions of Education Code 21.154 and other applicable statutes.
3. For the period of the developmental leave, the teacher on leave shall be responsible for making 100 percent of required contributions to TRS to establish teacher retirement credit for the period of leave.
4. Upon written request by the organization president, the District shall timely file with TRS a certification that the leave meets the requirements of Government Code 823.402.
5. The leave shall be considered continuous in-District teaching experience in the school and grade cluster to which the teacher was assigned in the year prior to the leave for purposes of assignment, reassignment, or transfer.
6. The teacher's performance for the year(s) on leave shall be considered to be the same as his or her performance in the year prior to leave, for all purposes not prohibited by state law.
7. A teacher returning from this leave shall be considered for placement to any position for which he or she is certified before other applicants are considered.
8. During the period of developmental leave, the employee shall be responsible for any and all payments directly to the District for maintenance of dental, health, disability, and life insurance premiums to the extent allowable under the applicable policies.

9. Upon return to the District following a developmental leave, the teacher shall receive no credit for the year(s) of leave for purposes of placement on the salary schedule.
- ~~10.~~ Failure to notify the Superintendent of the intention to return to work at least 30 days prior to the expected date of return, or failure to report for duty at the expiration of a leave of absence or extension of a leave of absence, shall be grounds for dismissal in accordance with Board policy. [See DF series]

~~Personal Illness  
Leave~~

~~Any paraprofessional, auxiliary, or professional whose position does not require educator certification by the State Board for Education Certification (SBEC) or by the District, or a permanent part-time employee whose position requires educator certification by the SBEC or by the District, shall be eligible for personal illness leave. The maximum length of personal illness leave shall be 180 calendar days for a work-related or nonwork-related personal injury or illness. Personal illness leave shall be used concurrently with all other types of leave.~~

~~The employee may elect to continue, at his or her own expense, the District's group insurance plan according to COBRA guidelines. [See CRD]~~

~~Each application for such unpaid personal illness leave must be submitted in writing to the Superintendent and must include certification from a health-care provider of the employee's inability to perform work-related duties.~~

~~Other Special Leaves~~

~~On a case-by-case basis and in light of the needs of the educational program of the District, the Superintendent or designee may grant an unpaid leave for a period not to exceed ten school days in cases not covered by any of the other leave provisions of this policy.~~

~~Employment  
Following Leave~~

~~Employment following leave shall be determined based on the type of leave for which the employee qualifies.~~

~~All employees qualifying for leave under the FMLA shall be placed in a like or comparable position upon their release to return to work.~~

~~A professional employee who is under contract and who qualifies for temporary disability leave may return to a previously vacated position, subject to availability, upon release to return to work. If the position is unavailable, the employee shall be assigned to an alternate position no later than the beginning of the next school year. For the duration of time a position is unavailable, the employee shall remain in an unpaid status after exhausting available leave.~~

~~Employees qualifying for personal illness leave may return to a previously vacated position, subject to availability, upon release to return to work. If the position is unavailable, the employee's name shall be placed on the substitute roster, if any, and the employee shall be considered for a subsequent vacancy along with other applicants.~~

**Catastrophic Sick Leave Bank**

~~The District has chosen to provide a catastrophic sick leave bank for all personnel earning sick leave benefits from the District. The purpose of the bank shall be to provide additional sick leave days to members of the bank in the event of an unexpected extended critical illness, surgery, or disability due to an injury. Days shall be requested from the bank only after a member has exhausted all accumulated leave and compensatory time off.~~

~~The Superintendent shall develop administrative regulations to govern the operation of the sick leave bank.~~

**Reimbursement for Leave Upon Separation**

~~Upon resignation from the District, an employee with ten consecutive years of service in the District immediately preceding the effective date of his or her resignation and who is eligible to receive benefits from TRS shall be entitled to reimbursement for any unused local and state personal or sick leave earned in the District.~~

~~For leave earned prior to July 1, 2005, the rate of reimbursement shall be equivalent to one-half of the employee's daily rate of pay at the time of resignation up to a maximum of \$40 per day for the first 80 days. For days accumulated beyond 80, the employee shall be reimbursed at one-fourth of his or her daily rate of pay at the time of resignation to a maximum of \$20 per day.~~

~~For leave earned on or after July 1, 2005, the reimbursement rate shall be one-half the daily rate of pay at the time of resignation up to a maximum of \$75 per day for the first 80 days. For days accumulated beyond 80, the employee shall be reimbursed at one-fourth of his or her daily rate of pay at the time of resignation to a maximum of \$65 per day. For the purpose of determining the number of days to be reimbursed, the District shall use the leave balances as earned upon the effective date of resignation.~~

~~Upon reimbursement, the unused portion of the local sick leave balance shall be zeroed out, but the unused portion of the state personal and sick leave balances shall remain intact.~~

~~In the event of an employee's death, the reimbursement shall be paid to the estate of the employee if the employee had ten consecutive years of service immediately preceding the employee's death, and the employee was eligible to receive benefits from TRS.~~

# Update 117 Local Policy Overview

May 4, 2021

## Introduction

Update 117 includes recommended (LOCAL) policy revisions concerning the board's delegation of authority to the superintendent to approve purchases or construction in the event of an emergency. Also in this update are substantial revisions recommended to the district's leaves and absences policy.

While not covered in this publication, many of the (LEGAL) policies included in this update were affected by recent changes to Administrative Code rules or legislation from the 86th Legislative Session that is now in effect.

The 87th Legislative Session is scheduled to end May 31, 2021. Once the June 20 deadline for the governor to sign legislation passes, Policy Service will begin developing policy recommendations that will appear in Update 118, which is scheduled for release in the fall.

## TASB Numbered Update Reminders

You should also review your own district's customized Update 117 materials for your specific policy recommendations. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.

## **CH: Purchasing and Acquisition and CV: Facilities Construction**

The major winter storms earlier this year caused extensive damage to many district facilities. Existing law permits districts to delegate authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district. The superintendent would be able to exercise this authority only if the replacement or repair is necessary for the health and safety of students and staff.

The recommended text at CH(LOCAL) provides this delegation in policy and requires the superintendent to report to the board any contracts made under the delegated authority at the next board meeting. The text also clarifies that the delegation does not permit the superintendent to suspend any

competitive purchasing requirements. As permitted by law, the board would still need to take action to waive competitive purchasing requirements.

At policy CV(LOCAL) we have included a cross-reference to CH(LOCAL) for the emergency delegation text.

Keep in mind that this is an optional delegation that provides flexibility to the district in the event of an emergency, catastrophe, or natural disaster. If the board does not wish to delegate this emergency contracting authority, please contact your policy consultant.

## **DEC: Compensation and Benefits, Leaves and Absences**

DEC(LOCAL) is the policy that governs the district's practices related to leaves and absences. It includes information on whether the district provides local leave, limits on the use of leave, and when concurrent use of leave and compensatory time is required.

TASB Policy Service collaborated with TASB Legal and HR Services in developing the recommended revisions to DEC(LOCAL), which remove administrative details that are not necessary to include in board policy. Many of the removed provisions can be addressed in the employee handbook or in administrative procedures. TASB HR Services has revised its Model Employee Handbook and developed a separate procedural framework to assist districts in documenting these administrative details. The superintendent and designated policy contact can access these resources through their myTASB account. A link is provided in the Update 117 explanatory notes included in the update.

Some of the notable changes to DEC(LOCAL) include:

- We moved provisions related to concurrent use of leave and compensatory time to the sections of the policy addressing temporary disability leave and, if applicable to the district, family medical leave.
- We added a provision that classifies use of state or local leave taken within the first year after a child's birth, adoption, or foster placement as nondiscretionary use of leave. When leave is used for this purpose, it would not be subjected to any limits on duration of leave that are in place when leave is used for a discretionary purpose.
- And we revised provisions addressing requests for discretionary use of leave to permit the district to consider how the duration of the requested absence affects the educational program and district operations.

Given the substantial number of revisions to this policy, we recommend that you closely review the customized explanatory notes to better understand the changes made to your specific DEC(LOCAL).

## **Thank You!**

That covers the local policies in Update 117 for most districts. We hope you find this overview helpful. Should you have any questions or want further clarification, please feel free to contact your assigned policy consultant at the [TASB Policy Service website](#).<sup>1</sup>

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<sup>1</sup> TASB Policy Service: <https://policy.tasb.org>

PURCHASING AND ACQUISITION

CH  
(LOCAL)

**Purchasing Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs ~~\$50,000~~ \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for  
Emergency  
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

*Competitive Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders 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.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time

PURCHASING AND ACQUISITION

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(LOCAL)

specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or  
Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

**Responsibility for  
Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase  
Commitments**

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

**Personal Purchases**

District employees shall not be permitted to make purchases for personal use through the District's business office.

FACILITIES CONSTRUCTION

CV  
(LOCAL)

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

The Superintendent is authorized to select architects and engineers for projects valued at or below \$50,000.

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**Note:** [For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH\(LOCAL\).](#)

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**Change Orders**

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

**Project Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term “immediate family” is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Regular Employee

The term “regular employee” shall include all employees who work at least 20 hours per week and are hired to work four and one-half months or more in a fiscal year.

Supervisor

A “supervisor” is the administrator authorized to approve and sign absence from duty reports for a campus or department.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
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	<p>District. <u>Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph</u><del>Complications resulting from pregnancy shall be treated the same as any other condition.</del></p> <hr/> <p><u><b>Note:</b> For District contribution to employee insurance during leave, see CRD(LOCAL).</u></p> <hr/>
<b>Availability</b>	<p>The District shall make state personal leave for the current year available for use at the beginning of the school year.</p>
<u>Exempt Employee</u>	<p><u>In the first year of employment for an</u><del>For exempt</del> <u>employee</u><del>employees</del>, local <del>sick</del> leave shall be made available as earned. <u>In through June 30 of the first year of employment. For each subsequent years, the district shall make</u><del>year</del>, local <del>sick</del> leave for <u>the current year available for use at the beginning of the school</u><del>that year shall be made available for use as of July 1.</del></p>
<u>Nonexempt Employee</u>	<p><u>Local leave for a</u><del>For</del> nonexempt <u>employee</u><del>employees</del>, local <del>sick leave</del> shall be made available as earned.</p>
<del>State Earning Local Sick Leave</del>	<p><del>An employee shall not earn any form of local sick leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.</del></p>
<b>Deductions</b>	<p><del>The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.</del></p>
<del>Leave Without Pay</del>	
Leave Proration	<p>If an employee separates from employment with the District before his or her last duty day of the <u>school year</u>, or begins employment after the first duty day <u>of the school year</u>, state personal leave <del>and local leave</del> shall be prorated based on the actual time employed.</p>
<del>Employed for Less Than Full Year</del>	<p>If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for <u>state personal leave the employee used beyond his or her pro rata entitlement for the school year.</u></p> <ol style="list-style-type: none"><li><del>1. State personal leave the employee used beyond his or her pro-rata entitlement for the school year; and</del></li><li><del>2. Local leave that an exempt employee used but had not earned as of the date of separation.</del></li></ol>

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<del>Employed for Full Year</del>	<del>If an exempt employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.</del>
<b>Recording</b>	<del>Leave shall be recorded in accordance with administrative regulations.</del>
<b>Order of Use</b>	<del>Earned compensatory time shall be used before any available paid state and local leave. [See DEA]</del> <del>Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:</del> <ol style="list-style-type: none"><li><del>1. Local leave.</del></li><li><del>2. State sick leave accumulated before the 1995-96 school year.</del></li><li><del>3. State personal leave.</del></li><li><del>4. Vacation/nonscheduled workdays.</del></li></ol> <del>Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.</del>
<b>Concurrent Use of Leave</b>	<del>When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.</del> <del>The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.</del> <del>An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</del>
<b>Medical Certification</b>	An employee shall submit medical certification of the need for leave if: <ol style="list-style-type: none"><li>1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;</li><li>2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; <u>or</u></li><li><del>3. The employee requests FMLA leave for the employee's serious health condition; <u>a serious health condition</u> or that of <u>the employee's</u> a spouse, parent, or child; or</del></li></ol>

	<p><del>4.3. The employee requests FMLA leave for military caregiver leave purposes.</del></p> <p>In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]</p> <hr/> <p><del><b>Note:</b> For District contribution to employee insurance during leave, see CRD(LOCAL).</del></p> <hr/>
<b>State Personal Leave</b>	<p>The Board requires employees to differentiate the manner in which state personal leave is used.</p>
<u>Nondiscretionary</u> <del>Non-Discretionary</del>	<p><del>4.4. Nondiscretionary</del> use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]</p>
<del>Use</del>	<p><u>Nondiscretionary</u> use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.</p>
Discretionary Use	<p><del>2.5.</del> Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p>
<i>Limitations</i>	
Request for Leave	<p><u>In deciding whether to approve or deny a</u> request for discretionary use of state personal leave, <del>to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee</del> shall not seek or consider the reasons for which an employee requests to use leave. The supervisor <del>or designee</del> shall, however, consider the <u>duration of the requested absence in conjunction with the</u> effect of the employee's absence on the educational program <u>and</u> (i.e., the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, days scheduled for state-mandated assessments, or professional or staff development days) or District operations, as well as the availability of substitutes.</p>
<i>Duration of Leave</i>	<p>Discretionary use of state personal leave shall not exceed three consecutive workdays.</p>
<b>Local Sick Leave</b>	<p><u>Each employee</u> <del>All employees</del> shall earn paid local sick-leave days each school year in accordance with administrative regulations.</p> <p>Local sick leave shall accumulate without limit.</p> <p>Local sick leave shall be used according to the terms and conditions of state sick leave accumulated <u>before</u> <del>prior to</del> the 1995-96</p>

**Sick Leave Bank**

school year, except that an employee may contribute local leave to a sick leave bank. [See DEC(LEGAL)]

The District shall establish a ~~An employee's local~~ sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank ~~balance~~ shall be solely for ~~reduced to zero upon termination or at the end of the~~ use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:

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

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator ~~termination occurs, whichever comes first.~~

**Family and Medical Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

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**Note:** See DECA(LEGAL) for provisions addressing FMLA.

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Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Combined Leave for Spouses

When ~~if~~ both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined

COMPENSATION AND BENEFITS  
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		total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. <del>[See DECA(LEGAL)]</del>
Intermittent or Reduced Schedule Leave		The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. <del>[See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]</del>
Certification of Leave		<del>When</del> If an employee requests leave, the employee shall provide certification, <u>in accordance with</u> <del>as required by</del> FMLA regulations, of the need for leave. <del>[See DECA(LEGAL)]</del>
<u>Fitness-for-Duty</u> Medical Certification		<u>In accordance with administrative regulations, when</u> If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. <del>If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</del>
<u>Leave at the End of Semester</u> Leave		<u>When</u> If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. <del>[See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]</del>
<u>Unpaid Return</u> Failure to Return		<del>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]</del>
<u>Parental Leave</u>		<u>When an employee is eligible for FMLA leave for the birth or adoption of a child, the District shall grant the employee unpaid parental leave to a maximum of 180 calendar days, to run concurrently with FMLA leave and all other available leave.</u>
Temporary Disability Leave		Any full-time employee whose position requires educator certification by the State Board for Educator Certification ( <u>SBEC</u> ) or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.] <del>Temporary disability leave shall be used concurrently with all other types of leave.</del>  An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent <del>or designee</del> as a request for temporary disability leave.

Personal Illness  
Leave

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

Any paraprofessional, auxiliary, or professional employee whose position does not require educator certification by the SBEC, or by the District, or a permanent part-time employee whose position requires educator certification by the SBEC or by the District, shall be eligible for personal illness leave. The maximum length of personal illness leave shall be 180 calendar days for a work-related or non-work-related personal injury or illness.

Personal illness leave shall be used concurrently with all other types of leave.

**Workers'  
Compensation**

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**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

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~~An employee who suffers a work-related injury or illness and who must be off work due to the injury or illness shall be governed by applicable provisions of the Workers' Compensation Act and the FMLA.~~

~~An employee receiving workers' compensation wage benefits may elect to receive accrued paid leave benefits, whether or not such employee is on FMLA leave. If such an election is made by the employee, the District shall pay the difference between the weekly income benefit received under workers' compensation and the employee's regular weekly compensation and shall charge leave proportionately.~~

~~{See also CRE(LEGAL)}~~

~~An employee whose accumulated leave is exhausted prior to or during an absence for a work-related injury or illness shall be placed on an unpaid leave of absence. Except while on FMLA leave, the employee shall be responsible for full payment in advance of all premiums for insurance benefits during such leave of absence. {See CRD(LOCAL)}~~

~~Upon release from workers' compensation for regular or accommodated duty, the employee must request reinstatement of employment in writing. The request must be accompanied by a physician's statement certifying the employee's fitness to return to work. If the release is for an accommodated duty position, the return to work shall be coordinated by the risk management department.~~

	<p><del>Except as required under the temporary disability law, an employee released from workers' compensation shall be considered for a position for which the employee is qualified, provided such a position is available. If no position for which the employee is qualified is available at the time the employee requests reinstatement, the employee shall be considered for a subsequent vacancy.</del></p> <p><del>Failure of an employee to report to the District upon release from workers' compensation leave within three days or refusal to accept an offered position shall constitute resignation.</del></p> <p><u>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</u></p>
<p><u>Paid Leave Offset</u></p>	<p><u>The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]</u></p>
<p><b>Court Appearances</b></p>	<p><u>Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.</u></p> <p>Absences for court appearances related to an employee's personal business, <u>for which the employee has not been subpoenaed</u>, shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay <del>if he or she does not have a personal leave balance</del>.</p>
<p><u>Payment for Accumulated Leave Upon Separation</u></p>	<p><u>The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.</u></p> <p><u>An employee who separates from employment with the District shall be eligible for payment for accumulated state and local leave under the following conditions:</u></p> <ol style="list-style-type: none"><li><u>1. The employee has at least ten consecutive years of service with the District.</u></li><li><u>2. The employee is retiring under the Texas Teacher Retirement System (TRS).</u></li></ol> <p><u>The employee shall receive payment for each day of accumulated state and local leave at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.</u></p> <p><u>The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.</u></p>

	<p><u>Upon the death of a current District employee, the District shall pay to the employee's TRS beneficiary any benefits for which the employee would have been eligible under these provisions.</u></p>
<p><u>Other Special Leaves</u></p>	<p><del>Absences for court appearances in which an employee is required to respond to a lawfully issued court subpoena, whether for personal or District business, shall be treated as though the employee is attending work and shall not be deducted from personal leave. A copy of the lawfully issued court subpoena must be provided to the employee's immediate supervisor prior to the time the employee is required to appear in court. Personal leave shall not be deducted only for the period of time for which the employee is required to complete his or her court appearance in compliance with the subpoena, and any leave from work taken after completion of the court appearance shall be subject to normal deductions.</del></p>
<p><del>Bereavement (Funeral Leave)</del></p>	<p><del>Use of state and/or local leave for death in the immediate family shall not exceed ten leave days per occurrence, subject to the approval of the District.</del></p>
<p><del>Religious Observances</del></p>	<p><del>An employee requesting to attend a religious observance on a regularly scheduled school day may use discretionary leave. In the event that all discretionary leave has been used, deductions from the employee's salary shall be made on the basis of the employee's daily rate of pay.</del></p>
<p><u>Parental Leave</u></p>	<p><u>On a case-by-case basis and in light of the needs of the educational program of the District, the Superintendent may grant an unpaid leave for a period not to exceed ten school days in circumstances not covered by any other provisions of this policy.</u></p> <p><del>An employee who qualifies for FMLA leave and who becomes a parent through either childbirth or adoption may be granted a parental leave of absence without pay for a maximum of 180 calendar days. This leave shall be used concurrently with all other types of leave. When both parents are employed by the District, only one employee shall be eligible for this parental leave [see COMBINED LEAVE FOR SPOUSES, above]. In cases where the leave begins during a semester, the expiration date may be extended to coincide with the beginning of a new school year.</del></p>
<p><del>Birth</del></p>	<p><del>An employee who gives birth may use accumulated sick leave only for the period of convalescence as determined by a physician. Personal leave, local sick leave, and vacation days may be used concurrently with FMLA leave or temporary disability leave, when applicable. When paid leave is exhausted, the employee shall be on leave without pay.</del></p>
<p><del>Adoption</del></p>	

COMPENSATION AND BENEFITS  
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**Leave for Advanced  
Academic  
Preparation**

~~An employee who adopts a child shall be eligible for parental leave. The employee may use any combination of accumulated vacation days, state personal leave, and local sick leave during the bonding process, up to a maximum of 20 days. Thereafter, the employee shall be on leave without pay.~~

~~A one-year, unpaid leave of absence for advanced academic preparation may be granted by the Board upon recommendation of the Superintendent after completion of two consecutive years of employment in the District. An employee shall submit a written request prior to June 1 for a leave period occurring during the next school year. Any exception to this requirement must be approved by the Superintendent or designee. In addition, the employee must be enrolled in an approved graduate program for a minimum of nine hours during each of the fall and spring semesters. An approved advanced degree plan shall be on file in the District's personnel office. The Superintendent or designee shall recommend approval of the leave to the Board if the employee meets the criteria and has been recommended by the principal.~~

~~The employee must notify the executive director of personnel in writing by March 1 of the year in which the employee is on leave of whether or not the employee plans to return to his or her position in the District.~~

~~After completion of the leave, the employee shall be assigned to the same campus provided a vacancy is available in an area for which the employee is certified. All accrued benefits shall be retained. Should the employee fail to give notice of intent to return, a position shall not be held, and benefits shall be forfeited.~~

~~During the leave of absence for advanced academic preparation, the employee may continue participation in the employee health-care program by paying premiums in advance. [See CRD(LOCAL)]~~

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**Note:**— The provisions in the following section of the policy shall be made available in accordance with Settlement Agreement in Cause # 88-CI-05587, in the 150th Judicial District, Bexar County, Texas, August 1989.

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**Developmental  
Leave of Absence for  
Employee  
Organization  
Presidents**

Employees serving as employee organization presidents shall be granted an unpaid leave of absence pursuant to Education Code 21.452. During such leave, no federal or state tax contributions shall be made for those employees. Such leave shall be for one year, renewable for one additional year.

An employee on such a developmental leave shall continue to be a member of [TRS](#)~~the Teacher Retirement System of Texas (TRS)~~

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and shall be an employee of the District for purposes of participating in programs, holding memberships, and receiving benefits afforded by employment in the District.

The following guidelines shall apply to employee organization presidents requesting developmental leave of absence:

1. Requests for such leave shall be filed in writing with the Superintendent at least one month prior to the beginning of the leave. Requests to extend the leave for a second year shall be filed no later than April 15 of the year preceding the school year for which renewal is sought. The employee shall be given notice that the renewal is granted prior to April 15 of the year preceding the school year for which the renewal is sought.
2. An employee on continuing contract shall remain on continuing contract during the leave, without salary, and shall remain on continuing contract upon his or her return from leave, unless removed therefrom in accordance with provisions of Education Code 21.154 and other applicable statutes.
3. For the period of the developmental leave, the teacher on leave shall be responsible for making 100 percent of required contributions to TRS to establish teacher retirement credit for the period of leave.
4. Upon written request by the organization president, the District shall timely file with TRS a certification that the leave meets the requirements of Government Code 823.402.
5. The leave shall be considered continuous in-District teaching experience in the school and grade cluster to which the teacher was assigned in the year prior to the leave for purposes of assignment, reassignment, or transfer.
6. The teacher's performance for the year(s) on leave shall be considered to be the same as his or her performance in the year prior to leave, for all purposes not prohibited by state law.
7. A teacher returning from this leave shall be considered for placement to any position for which he or she is certified before other applicants are considered.
8. During the period of developmental leave, the employee shall be responsible for any and all payments directly to the District for maintenance of dental, health, disability, and life insurance premiums to the extent allowable under the applicable policies.

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LEAVES AND ABSENCES

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(LOCAL)

9. Upon return to the District following a developmental leave, the teacher shall receive no credit for the year(s) of leave for purposes of placement on the salary schedule.

~~10.~~ Failure to notify the Superintendent of the intention to return to work at least 30 days prior to the expected date of return, or failure to report for duty at the expiration of a leave of absence or extension of a leave of absence, shall be grounds for dismissal in accordance with Board policy. [See DF series]

~~Personal Illness  
Leave~~

~~Any paraprofessional, auxiliary, or professional whose position does not require educator certification by the State Board for Education Certification (SBEC) or by the District, or a permanent part-time employee whose position requires educator certification by the SBEC or by the District, shall be eligible for personal illness leave. The maximum length of personal illness leave shall be 180 calendar days for a work-related or nonwork-related personal injury or illness. Personal illness leave shall be used concurrently with all other types of leave.~~

~~The employee may elect to continue, at his or her own expense, the District's group insurance plan according to COBRA guidelines. [See CRD]~~

~~Each application for such unpaid personal illness leave must be submitted in writing to the Superintendent and must include certification from a health care provider of the employee's inability to perform work-related duties.~~

~~Other Special Leaves~~

~~On a case-by-case basis and in light of the needs of the educational program of the District, the Superintendent or designee may grant an unpaid leave for a period not to exceed ten school days in cases not covered by any of the other leave provisions of this policy.~~

~~Employment  
Following Leave~~

~~Employment following leave shall be determined based on the type of leave for which the employee qualifies.~~

~~All employees qualifying for leave under the FMLA shall be placed in a like or comparable position upon their release to return to work.~~

~~A professional employee who is under contract and who qualifies for temporary disability leave may return to a previously vacated position, subject to availability, upon release to return to work. If the position is unavailable, the employee shall be assigned to an alternate position no later than the beginning of the next school year. For the duration of time a position is unavailable, the employee shall remain in an unpaid status after exhausting available leave.~~

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**Catastrophic Sick  
Leave Bank**

~~Employees qualifying for personal illness leave may return to a previously vacated position, subject to availability, upon release to return to work. If the position is unavailable, the employee's name shall be placed on the substitute roster, if any, and the employee shall be considered for a subsequent vacancy along with other applicants.~~

~~The District has chosen to provide a catastrophic sick leave bank for all personnel earning sick leave benefits from the District. The purpose of the bank shall be to provide additional sick leave days to members of the bank in the event of an unexpected extended critical illness, surgery, or disability due to an injury. Days shall be requested from the bank only after a member has exhausted all accumulated leave and compensatory time off.~~

~~The Superintendent shall develop administrative regulations to govern the operation of the sick leave bank.~~

**Reimbursement for  
Leave Upon  
Separation**

~~Upon resignation from the District, an employee with ten consecutive years of service in the District immediately preceding the effective date of his or her resignation and who is eligible to receive benefits from TRS shall be entitled to reimbursement for any unused local and state personal or sick leave earned in the District.~~

~~For leave earned prior to July 1, 2005, the rate of reimbursement shall be equivalent to one half of the employee's daily rate of pay at the time of resignation up to a maximum of \$40 per day for the first 80 days. For days accumulated beyond 80, the employee shall be reimbursed at one fourth of his or her daily rate of pay at the time of resignation to a maximum of \$20 per day.~~

~~For leave earned on or after July 1, 2005, the reimbursement rate shall be one half the daily rate of pay at the time of resignation up to a maximum of \$75 per day for the first 80 days. For days accumulated beyond 80, the employee shall be reimbursed at one fourth of his or her daily rate of pay at the time of resignation to a maximum of \$65 per day. For the purpose of determining the number of days to be reimbursed, the District shall use the leave balances as earned upon the effective date of resignation.~~

~~Upon reimbursement, the unused portion of the local sick leave balance shall be zeroed out, but the unused portion of the state personal and sick leave balances shall remain intact.~~

~~In the event of an employee's death, the reimbursement shall be paid to the estate of the employee if the employee had ten consecutive years of service immediately preceding the employee's death, and the employee was eligible to receive benefits from TRS.~~



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Rudy Jimenez  
Daniel Villarreal  
Chyla Whitton, Executive Director  
Human Resources  
Brian Moy, Executive Director  
Budgets and Financial Analysis

Subject: First Reading of DEC (LOCAL)  
Compensation and Benefits  
Leaves and Absences

Related Page(s): DEC (LOCAL) with proposed revisions

## ACTION ITEM

### **BACKGROUND INFORMATION**

The proposed updates to Board Policy DEC (LOCAL) are as follows:

1. The definition of “catastrophic illness or injury” has been simplified per TASB recommendation on page one.
2. Administration has included a new section titled “Neutral Absence Control” on page ten. This new language makes clear that the District will pursue termination for an employee who has exhausted all available leave and fails to return to work, unless the employee is eligible for reasonable accommodations under the ADA.
3. The section titled “Catastrophic Sick Leave Bank” on page ten has been revised per TASB recommendation.
4. The section titled “Peace Officers” on page 12 has been added per TASB recommendation and in accordance with SB 1359 and HB 2073, which require that all state agencies employing peace officers offer those officers:
  - a. Mental health leave after a traumatic event. The statute does not provide a minimum or maximum number of mental health days for agencies to offer, but per TASB, most large districts are offering two days.
  - b. Quarantine leave when a peace officer is ordered to quarantine or isolate due to possible or known exposure to a communicable disease while on duty.Administration, with TASB’s guidance, is in the process of developing the administrative regulations required to administer mental health and quarantine leave for peace officers.
5. Administration has revised the section titled “Reimbursement of Leave Upon Separation” on page 12 to clarify eligibility requirements and reflect current practices.

### **BUDGETARY CONSIDERATION**

Not Applicable

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve the first reading of DEC (LOCAL) as presented.

### **BOARD ACTION REQUIRED**

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Approval/Disapproval

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**Definitions**

The term “immediate family” is defined as:

Family

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

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

Family Emergency

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

Leave Day

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

Regular Employee

The term “regular employee” shall include all employees who work at least 20 hours per week and are hired to work four and one-half months or more in a fiscal year.

Supervisor

A “supervisor” is the administrator authorized to approve and sign absence from duty reports for a campus or department.

Catastrophic Illness  
or Injury

A catastrophic illness or injury is a [medical condition that is usually considered life-threatening or with the threat of serious residual disability.](#) ~~severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.~~

**Availability**

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

For exempt employees, local sick leave shall be made available as earned through June 30 of the first year of employment. For each

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subsequent year, local sick leave for that year shall be made available for use as of July 1.

For nonexempt employees, local sick leave shall be made available as earned.

**Earning Local Sick Leave**

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

**Deductions**

Leave Without Pay

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

Leave Proration

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

*Employed for Less Than Full Year*

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

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

*Employed for Full Year*

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

**Recording**

Leave shall be recorded in accordance with administrative regulations.

**Order of Use**

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

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

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

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4. Vacation/nonscheduled workdays.

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

**Concurrent Use of Leave**

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

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

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

**Medical Certification**

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

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

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

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

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**State Personal Leave**

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

Non-Discretionary Use

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

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

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Discretionary Use

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

*Limitations*

Request for  
Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program (i.e., the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, days scheduled for state-mandated assessments, or professional or staff development days) or District operations, as well as the availability of substitutes.

Duration of  
Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays.

**Local Sick Leave**

All employees shall earn paid local sick leave days each school year in accordance with administrative regulations.

Local sick leave shall accumulate without limit.

Local sick leave shall be used according to the terms and conditions of state sick leave accumulated prior to the 1995–96 school year. [See DEC(LEGAL)]

An employee's local sick leave balance shall be reduced to zero upon termination or at the end of the contract period in the year termination occurs, whichever comes first.

**Family and Medical Leave**

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Twelve-Month  
Period

Combined Leave for  
Spouses

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

Intermittent or  
Reduced Schedule  
Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]

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Certification of Leave	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]
Medical Certification	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
End of Semester Leave	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]
<b>Temporary Disability Leave</b>	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.] Temporary disability leave shall be used concurrently with all other types of leave.</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p>
<b>Workers' Compensation</b>	<p>An employee who suffers a work-related injury or illness and who must be off work due to the injury or illness shall be governed by applicable provisions of the Workers' Compensation Act and the FMLA.</p> <p>An employee receiving workers' compensation wage benefits may elect to receive accrued paid leave benefits, whether or not such employee is on FMLA leave. If such an election is made by the employee, the District shall pay the difference between the weekly income benefit received under workers' compensation and the employee's regular weekly compensation and shall charge leave proportionately.</p> <p>[See also CRE(LEGAL)]</p>

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An employee whose accumulated leave is exhausted prior to or during an absence for a work-related injury or illness shall be placed on an unpaid leave of absence. Except while on FMLA leave, the employee shall be responsible for full payment in advance of all premiums for insurance benefits during such leave of absence. [See CRD(LOCAL)]

Upon release from workers' compensation for regular or accommodated duty, the employee must request reinstatement of employment in writing. The request must be accompanied by a physician's statement certifying the employee's fitness to return to work. If the release is for an accommodated-duty position, the return to work shall be coordinated by the risk management department.

Except as required under the temporary disability law, an employee released from workers' compensation shall be considered for a position for which the employee is qualified, provided such a position is available. If no position for which the employee is qualified is available at the time the employee requests reinstatement, the employee shall be considered for a subsequent vacancy.

Failure of an employee to report to the District upon release from workers' compensation leave within three days or refusal to accept an offered position shall constitute resignation.

**Court Appearances**

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay if he or she does not have a personal leave balance.

Absences for court appearances in which an employee is required to respond to a lawfully issued court subpoena, whether for personal or District business, shall be treated as though the employee is attending work and shall not be deducted from personal leave. A copy of the lawfully issued court subpoena must be provided to the employee's immediate supervisor prior to the time the employee is required to appear in court. Personal leave shall not be deducted only for the period of time for which the employee is required to complete his or her court appearance in compliance with the subpoena, and any leave from work taken after completion of the court appearance shall be subject to normal deductions.

**Bereavement  
(Funeral Leave)**

Use of state and/or local leave for death in the immediate family shall not exceed ten leave days per occurrence, subject to the approval of the District.

**Religious  
Observances**

An employee requesting to attend a religious observance on a regularly scheduled school day may use discretionary leave. In the event that all discretionary leave has been used, deductions from

the employee's salary shall be made on the basis of the employee's daily rate of pay.

**Parental Leave**

An employee who qualifies for FMLA leave and who becomes a parent through either childbirth or adoption may be granted a parental leave of absence without pay for a maximum of 180 calendar days. This leave shall be used concurrently with all other types of leave. When both parents are employed by the District, only one employee shall be eligible for this parental leave [see COMBINED LEAVE FOR SPOUSES, above]. In cases where the leave begins during a semester, the expiration date may be extended to coincide with the beginning of a new school year.

Birth

An employee who gives birth may use accumulated sick leave only for the period of convalescence as determined by a physician. Personal leave, local sick leave, and vacation days may be used concurrently with FMLA leave or temporary disability leave, when applicable. When paid leave is exhausted, the employee shall be on leave without pay.

Adoption

An employee who adopts a child shall be eligible for parental leave. The employee may use any combination of accumulated vacation days, state personal leave, and local sick leave during the bonding process, up to a maximum of 20 days. Thereafter, the employee shall be on leave without pay.

**Leave for Advanced Academic Preparation**

A one-year, unpaid leave of absence for advanced academic preparation may be granted by the Board upon recommendation of the Superintendent after completion of two consecutive years of employment in the District. An employee shall submit a written request prior to June 1 for a leave period occurring during the next school year. Any exception to this requirement must be approved by the Superintendent or designee. In addition, the employee must be enrolled in an approved graduate program for a minimum of nine hours during each of the fall and spring semesters. An approved advanced degree plan shall be on file in the District's personnel office. The Superintendent or designee shall recommend approval of the leave to the Board if the employee meets the criteria and has been recommended by the principal.

The employee must notify the executive director of personnel in writing by March 1 of the year in which the employee is on leave of whether or not the employee plans to return to his or her position in the District.

After completion of the leave, the employee shall be assigned to the same campus provided a vacancy is available in an area for which the employee is certified. All accrued benefits shall be

retained. Should the employee fail to give notice of intent to return, a position shall not be held, and benefits shall be forfeited.

During the leave of absence for advanced academic preparation, the employee may continue participation in the employee health-care program by paying premiums in advance. [See CRD(LOCAL)]

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**Note:** The provisions in the following section of the policy shall be made available in accordance with Settlement Agreement in Cause # 88-CI-05587, in the 150th Judicial District, Bexar County, Texas, August 1989.

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**Developmental  
Leave of Absence for  
Employee  
Organization  
Presidents**

Employees serving as employee organization presidents shall be granted an unpaid leave of absence pursuant to Education Code 21.452. During such leave, no federal or state tax contributions shall be made for those employees. Such leave shall be for one year, renewable for one additional year.

An employee on such a developmental leave shall continue to be a member of the Teacher Retirement System of Texas (TRS) and shall be an employee of the District for purposes of participating in programs, holding memberships, and receiving benefits afforded by employment in the District.

The following guidelines shall apply to employee organization presidents requesting developmental leave of absence:

1. Requests for such leave shall be filed in writing with the Superintendent at least one month prior to the beginning of the leave. Requests to extend the leave for a second year shall be filed no later than April 15 of the year preceding the school year for which renewal is sought. The employee shall be given notice that the renewal is granted prior to April 15 of the year preceding the school year for which the renewal is sought.
2. An employee on continuing contract shall remain on continuing contract during the leave, without salary, and shall remain on continuing contract upon his or her return from leave, unless removed therefrom in accordance with provisions of Education Code 21.154 and other applicable statutes.
3. For the period of the developmental leave, the teacher on leave shall be responsible for making 100 percent of required contributions to TRS to establish teacher retirement credit for the period of leave.

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4. Upon written request by the organization president, the District shall timely file with TRS a certification that the leave meets the requirements of Government Code 823.402.
5. The leave shall be considered continuous in-District teaching experience in the school and grade cluster to which the teacher was assigned in the year prior to the leave for purposes of assignment, reassignment, or transfer.
6. The teacher's performance for the year(s) on leave shall be considered to be the same as his or her performance in the year prior to leave, for all purposes not prohibited by state law.
7. A teacher returning from this leave shall be considered for placement to any position for which he or she is certified before other applicants are considered.
8. During the period of developmental leave, the employee shall be responsible for any and all payments directly to the District for maintenance of dental, health, disability, and life insurance premiums to the extent allowable under the applicable policies.
9. Upon return to the District following a developmental leave, the teacher shall receive no credit for the year(s) of leave for purposes of placement on the salary schedule.
10. Failure to notify the Superintendent of the intention to return to work at least 30 days prior to the expected date of return, or failure to report for duty at the expiration of a leave of absence or extension of a leave of absence, shall be grounds for dismissal in accordance with Board policy. [See DF series]

**Personal Illness  
Leave**

Any paraprofessional, auxiliary, or professional whose position does not require educator certification by the State Board for Education Certification (SBEC) or by the District, or a permanent part-time employee whose position requires educator certification by the SBEC or by the District, shall be eligible for personal illness leave. The maximum length of personal illness leave shall be 180 calendar days for a work-related or nonwork-related personal injury or illness. Personal illness leave shall be used concurrently with all other types of leave.

The employee may elect to continue, at his or her own expense, the District's group insurance plan according to COBRA guidelines. [See CRD]

Each application for such unpaid personal illness leave must be submitted in writing to the Superintendent and must include

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certification from a health-care provider of the employee's inability to perform work-related duties.

**Other Special Leaves**

On a case-by-case basis and in light of the needs of the educational program of the District, the Superintendent or designee may grant an unpaid leave for a period not to exceed ten school days in cases not covered by any of the other leave provisions of this policy.

**Neutral Absence Control**

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)] shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

**Employment Following Leave**

Employment following leave shall be determined based on the type of leave for which the employee qualifies.

All employees qualifying for leave under the FMLA shall be placed in a like or comparable position upon their release to return to work.

A professional employee who is under contract and who qualifies for temporary disability leave may return to a previously vacated position, subject to availability, upon release to return to work. If the position is unavailable, the employee shall be assigned to an alternate position no later than the beginning of the next school year. For the duration of time a position is unavailable, the employee shall remain in an unpaid status after exhausting available leave.

Employees qualifying for personal illness leave may return to a previously vacated position, subject to availability, upon release to return to work. If the position is unavailable, the employee's name shall be placed on the substitute roster, if any, and the employee shall be considered for a subsequent vacancy along with other applicants.

**Catastrophic Sick Leave Bank**

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

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or member of the employee's immediate family experiences a catastrophic illness or

injury and the employee has exhausted all paid leave and any applicable compensatory time.

For purposes of the catastrophic sick leave bank, "immediate family" shall be defined as spouse, parent(s), and any children. Children include:

1. The employee's child under age 26.
2. Children may remain covered after age 26 if they are physically or mentally handicapped and primarily dependent on the employee for support and maintenance.

Child means a natural child, a stepchild, an adopted child, or a foster child, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of those factors.

The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:

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

~~The District has chosen to provide a catastrophic sick leave bank for all personnel earning sick leave benefits from the District. The purpose of the bank shall be to provide additional sick leave days to members of the bank in the event of an unexpected extended critical illness, surgery, or disability due to an injury. Days shall be requested from the bank only after a member has exhausted all accumulated leave and compensatory time off.~~

~~The Superintendent shall develop administrative regulations to govern the operation of the sick leave bank.~~

**Peace Officers**  
Mental Health  
Leave

A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of two days of mental health leave per traumatic event. Such leave shall be

Quarantine  
Leave

provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requestor;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

**Reimbursement for  
Leave Upon  
Separation**

Upon resignation from the District, an employee who both (a) has ten consecutive years of NEISD employment immediately preceding the effective date of his or her resignation, and (b) is eligible to receive benefits from TRS shall be entitled to reimbursement for any unused local and state personal or sick leave earned in the District. For purposes of this policy provision, a year of NEISD employment means completion of a full school year, rather than a TRS year of service credit.

~~Upon resignation from the District, an employee with ten consecutive years of service in the District immediately preceding the effective date of his or her resignation and who is eligible to receive~~

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~~benefits from TRS shall be entitled to reimbursement for any unused local and state personal or sick leave earned in the District.~~

For leave earned prior to July 1, 2005, the rate of reimbursement shall be equivalent to one-half of the employee's daily rate of pay at the time of resignation up to a maximum of \$40 per day for the first 80 days. For days accumulated beyond 80, the employee shall be reimbursed at one-fourth of his or her daily rate of pay at the time of resignation to a maximum of \$20 per day.

For leave earned on or after July 1, 2005, the reimbursement rate shall be one-half the daily rate of pay at the time of resignation up to a maximum of \$75 per day for the first 80 days. For days accumulated beyond 80, the employee shall be reimbursed at one-fourth of his or her daily rate of pay at the time of resignation to a maximum of \$65 per day. For the purpose of determining the number of days to be reimbursed, the District shall use the leave balances as earned upon the effective date of resignation.

Upon reimbursement, the unused portion of the local sick leave balance shall be zeroed out, but the unused portion of the state personal and sick leave balances shall remain intact.

In the event of an employee's death, the reimbursement shall be paid to the estate of the employee if the employee had ten consecutive years of service immediately preceding the employee's death, and the employee was eligible to receive benefits from TRS.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Anthony Jarrett,  
Jennifer Gutierrez,  
Executive Director, Elementary  
Curriculum & Instruction;  
Esmeralda Muñoz,  
Executive Director,  
Learning Support Services

Subject: Adoption of 2021 – 2022  
Early literacy and math proficiency  
and college, career, and military readiness goals.

Attachments: None

### ACTION ITEM

#### **BACKGROUND INFORMATION**

House Bill 3 (HB 3) amends Texas Education Code (TEC) to add Sec. 11.185 and 11.186 to include plans that target early childhood (EC) literacy and math proficiency and college, career, and military readiness (CCMR).

Under HB 3, school boards are required to adopt plans in early childhood literacy and math, as well as college, career, and military readiness. All plans are required to include:

- at least one assigned district-level administrator to coordinate implementation and submit annual report to the board on the district's progress;
- an annual review by the board at a public meeting;
- an annual report posted on district and campus websites; and
- specific, quantifiable, annual goals for five years at each campus.

#### **Early childhood plans are required to include:**

- annual goals for aggregate student growth on 3rd grade math and reading STAAR;
- annual targets for students in each group evaluated under closing the gaps domain;
- targeted professional development for classroom teachers in kindergarten through 3rd grade for campuses that the board identifies as not meeting the plan's goals and that considers the unique needs of students in bilingual education or special language programs.
- annual targets that may be set for students in bilingual or ESL programs.

#### **College, career, and military readiness plans are required to include:**

- annual goals for aggregate student growth on CCMR readiness indicators evaluated under the student achievement domain; and
- annual targets for students in each group evaluated under closing the gaps domain.

### **Specific and Quantifiable Goals**

To meet the requirement of specific and quantifiable, each board outcome goal needs to contain a baseline (current state), a target (future state), a population (which students will be impacted), and a deadline (month and year by when the current state will equal the future state). Annual targets must be included for each goal in addition to the five-year deadline target. It is recommended that school boards adopt progress measures to create alignment between district outcome goals and the board-adopted plans. All progress monitoring, professional development, and supportive resources are included in the District Instructional Improvement Plan.

### **ADMINISTRATIVE RECOMMENDATION**

Administrative staff recommends that the Board of Trustees approve the HB 3 NEISD goals for the 2021 - 2022 school year as presented.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Anthony Jarrett  
Esmeralda Munoz,  
Executive Director,  
Learning Support Services

Subject: 2021-2022 Campus Instructional  
Improvement Plans

Related Page(s): NEISD Website

### ACTION ITEM

#### **BACKGROUND INFORMATION**

Texas Education Code 11.253(c) requires that each school year, the principal of each school campus, with the assistance of the campus – level committee, shall develop, review, and revise the campus improvement plan. The purpose of the campus – level plan is to improve student performance for all student populations, including students in special education programs under Texas Education Code Chapter 29, Subchapter A, with respect to the student achievement indicators and any other appropriate performance measures for special needs populations.

#### **Each campus improvement may include one or more of the following:**

1. Assess the academic achievement for each student;
2. Identify how the campus goals will be met for each student;
3. Determine the resources needed to implement the plan;
4. Identify the staff needed to implement the plan;
5. Set timelines for reaching identified goals;
6. Establish progress measures for all performance objectives;
7. Include goals and methods for violence prevention and intervention on campus;
8. Identify ways to encourage parental involvement;
9. Include goals and methods to ensure a safe learning environment;
10. Set goals and objectives for a coordinated health program; and
11. Identify and set attainable goals, which include House Bill 3 (HB3)

The proposed 2021 – 2022 Campus Instructional Improvement Plans are located on the North East ISD Internet Web page at <https://www.neisd.net/Page/10052>.

#### **ADMINISTRATIVE CONSIDERATION**

Administrative staff recommends that the Board of Trustees approve the NEISD Campus Instructional Improvement Plans for the 2021 – 2022 school year as presented.

#### **BUDGETARY CONSIDERATION**

None

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Anthony Jarrett,  
Esmeralda Munoz,  
Executive Director,  
Learning Support Services

Subject: 2022-2023 Proposed School Calendar

Related Page(s): NEISD Website

### ACTION ITEM

#### **BACKGROUND INFORMATION**

Two North East Independent School District (NEISD) 2022 – 2023 calendar options were created for consideration. The proposed calendars fall within the legal guidelines established by the State of Texas and NEISD legal policy. Daily student instructional minutes, academic priorities, bad weather days, and religious holidays were considered in the creation of the calendar options.

House Bill (HB) 1842, 84th Texas Legislative Session, 2015, in part amended Chapter 12 of the Texas Education Code (TEC) to create districts of innovation (DOIs). As a District of Innovation, NEISD is allowed to be exempt from certain sections of the TEC that inhibit the goals of the district as outlined in the locally adopted innovation plan. According to the NEISD locally developed plan, “the district will have the flexibility to designate the first day of school year to meet the needs of our students and community.”

As defined by the 84<sup>th</sup> Legislative session, all calendars comply with HB 2610 guidelines of including no less than 75,600 minutes of instruction for the school year. The calendars do not include the use of T.E.A. waiver days.

#### **ADMINISTRATIVE CONSIDERATION**

On October 29, 2021, each NEISD campus was provided the two calendar options for the 2022 – 2023 school year and directed each campus to cast one campus vote. On Friday, November 5, 2021, the results were recorded for those campuses that voted. They are as follows:

- Calendar A District of Innovation calendar: 39.7%
- Calendar B District of Innovation calendar: 60.3%

The District – wide Educational Improvement Council (DEIC), comprised of teachers, school administrators, parents, and community members, met to review both calendars prior to voting to discuss and made their own a calendar recommendation as DEIC committee members. The DEIC results were combined with district results to make the final recommendation. The final recommendation for the 2022 – 2023 school year is the Calendar B District of Innovation calendar.

Calendar B contains 187 days with the first day of instruction for the school year being on August 10, 2022 and the last day of instruction on May 24, 2023. Semester 1 would end on December 16, 2022 for a total of 87 instructional days. Semester 2 would begin on January 3, 2023 for a total of

93 instructional days. The total days account for 180 instructional days for the 2022 - 2023 school year.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2022 - 2023 proposed Calendar B District of Innovation option as the school calendar.

**BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance & Accounting  
Jeff Coats, Senior Director  
Accounting & Payroll

Subject: Comprehensive Annual  
Financial Report for the Year  
Ended June 30, 2021

Related Page(s): Attachment

### ACTION ITEM

#### **BACKGROUND INFORMATION**

The Texas Education Code (44.008) requires school districts to submit a copy of the Comprehensive Annual Financial Report (Annual Report) with accompanying management letter to the Division of School Financial Audits of TEA within 150 days following the end of the school district's fiscal year, which ended June 30, 2021.

#### **ADMINISTRATIVE CONSIDERATION**

The firm ABIP, PC is engaged to audit the report and present it to the Board of Trustees for review. Under the law, the Board may either approve or disapprove the report. The decision of the Board must be certified within the Annual Report and be forwarded to the Texas Education Agency. The President and Secretary of the Board must sign the Certificate of Board.

#### **BUDGETARY CONSIDERATION**

The audit fee is included in the annual budget.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Comprehensive Annual Financial Report for the year ended June 30, 2021, be accepted, signed and filed as required under law.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2020

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance & Accounting  
Jeff Coats, Senior Director  
Accounting & Payroll

Subject: Public Notice of the School  
FIRST Rating Report of  
Superior Achievement

Related Page(s): Attachment

### ACTION ITEM

#### **BACKGROUND INFORMATION**

The 2020-2021 fiscal year is the nineteenth year of Schools FIRST (Financial Integrity Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency. The ratings are based on financial information from the 2019-2020 fiscal year.

The primary goal of Schools FIRST is to achieve quality performance in the management of school districts financial resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system. The Schools FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts, with the highest being "A" for "Superior Achievement", followed by "B" for "Above Standard Achievement," "C" for "Standard Achievement," and the lowest being "F" for "Substandard Achievement."

School districts are required to distribute the financial management report to parents and taxpayers. The Board of Trustees is required to present the report in a public meeting at a district facility within two months of receiving the final financial accountability rating.

#### **ADMINISTRATIVE CONSIDERATION**

NEISD received the final rating of "A" for Superior Achievement in October 2021. In accordance with the above, the rating is presented at the regularly scheduled Board meeting on this date of November 8, 2021.

#### **BUDGETARY CONSIDERATION**

None.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the TEA School District Financial Integrity Rating of Superior Achievement be noted, and the NEISD Annual Management Report on Schools FIRST be accepted.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



Schools FIRST Performance Report  
For the Year Ended June 30, 2020

# North East Independent School District

## Schools FIRST Performance Report For the Year Ended June 30, 2020

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## North East Independent School District Introduction to Schools FIRST For the Year Ended June 30, 2020

The Texas Education Agency (TEA) has issued the Schools Financial Integrity Rating System of Texas (FIRST) ratings for fiscal year 2019-2020, which ended June 30, 2020. North East Independent School District (NEISD) has received a rating of “A” for “Superior Achievement.”

The Schools FIRST rating system was implemented in 1999 by the Texas Education Agency in response to Senate Bill 875 of the 76<sup>th</sup> Texas Legislature. The primary goal of Schools FIRST is to achieve quality performance in the management of school districts’ financial resources, a goal made more significant due to the complexity of accounting associated with Texas’ school finance system. The Schools FIRST accountability rating system assigns one of four financial accountability ratings to Texas school districts, with the highest being “A” for “Superior Achievement,” followed by “B” for “Above Standard Achievement,” “C” for “Standard Achievement” and the lowest being “F” for “Substandard Achievement.”

Indicators one through five are pass/fail indicators; indicators one, two, three, or four must be passed to earn a rating above “F” for “Substandard Achievement.” Indicator five is not being scored this year. Indicators four, six, sixteen, seventeen and twenty are ceiling indicators that would limit the maximum number of points that a district could earn. The remaining indicators are scored on a sliding scale from zero to ten. To earn a rating of “A” for “Superior Achievement,” a district must earn a minimum of 90. The maximum possible points earned is 100 points. NEISD earned a score of 90 for the current submission.

The ratings for NEISD are available on the NEISD Web site at the following address:

<https://www.neisd.net/site/default.aspx?PageType=3&DomainID=261&ModuleInstanceID=1471&ViewID=6446EE88-D30C-497E-9316-3F8874B3E108&RenderLoc=0&FlexDataID=44422&PageID=623>

TEA maintains the listing for all school districts and the state as a whole at the following Web site:

<https://tealprod.tea.state.tx.us/First/forms/Main.aspx>

The website lists school districts by their County-District number. NEISD’s County-District number is 015910.

## North East Independent School District Schools FIRST Indicators & Results

1. **Was the Annual Financial Report (AFR) and data submitted to the TEA within 30 days of the November 27 deadline based on the school district's fiscal year end date of June 30?**

A simple indicator. Was the AFR filed by the deadline?

**NEISD Result:**

AFR filed timely every year. For fiscal year 2019-2020, TEA approved an extension of the deadline from November 27 to January 27.

2. **Was there an unmodified opinion in the AFR on the financial statements as a whole?**

A "qualification" on your financial report means that a district needs to correct some of its reporting or financial controls. A district's goal, therefore, is to receive an "unmodified opinion" on its AFR. This is a simple "Yes" or "No" indicator.

**NEISD Result:**

Yes - Unmodified opinion every year

3. **Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?**

**NEISD Result:**

The District had made all required payments on its debt agreements.

4. **Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?**

**NEISD Result:**

The District made timely payments.  
Indicator passed; ceiling not triggered.

5. **Was the Total Unrestricted Net Position Balance (Net of the Accretion of Interest for Capital Appreciation Bonds) in the Governmental Activities Column in the Statement of Net Position greater than zero? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.)**

This indicator is not being scored.

## North East Independent School District Schools FIRST Indicators & Results

- 6. Was the average change in fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?**

This new indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days.

**NEISD Result:**

Yes:  $0.012 < 0.25$

Indicator passed; ceiling not triggered.

- 7. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?**

This indicator measures how long in days after the end of the fiscal year the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did the district meet or exceed the target amount?

**NEISD Result:**

2019-2020	111.713 days	10 points
2018-2019	95.019 days	10 points
2017-2018	115.377 days	10 points

**Scoring Scale:**

$\geq 90$	10 points
<90 to 75	8 points
<74 to 60	6 points
<60 to 45	4 points
<45 to 30	2 points
<30	0 points

## North East Independent School District Schools FIRST Indicators & Results

**8. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?**

This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did the district meet or exceed the target amount?

**NEISD Result:**

2019-2020	1.8593	4 points
2018-2019	1.6459	4 points
2017-2018	1.5904	4 points

**Scoring Scale:**

$\geq 3.00$	10 points
$< 3.00$ to 2.50	8 points
$< 2.50$ to 2.00	6 points
$< 2.00$ to 1.50	4 points
$< 1.50$ to 1.00	2 points
$< 1.00$	0 points

**9. Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?**

This indicator simply asks, "Did the district spend more than earned?"

**NEISD Result:**

2019-2020	Revenues exceed expenditures	10 points
2018-2019	Revenues exceed expenditures	10 points
2017-2018	Revenues exceed expenditures	10 points

**NEISD Result:**

2019-2020	111.713 days	10 points
2018-2019	95.019 days	10 points
2017-2018	115.377 days	10 points

**10. Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?**

This new indicator measures how accurately the district forecast projected revenue by comparing budgeted revenue submitted through PEIMS in October of the fiscal year to actual revenue submitted after the close of the fiscal year.

**NEISD Result:**

2019-2020	-0.015	10 points
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**Scoring Scale:**

$< 10\%$	10 points
$\geq 10\%$	0 points

## North East Independent School District Schools FIRST Indicators & Results

- 11. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.)**

This question is like asking someone if their mortgage exceeds the market value of their home. Was the district below the cap for this ratio?

**NEISD Result:**

2019-2020	0.7572	6 points
2018-2019	0.7411	6 points
2017-2018	0.7208	6 points

**Scoring Scale:**

<=.60	10 points
>.60 to .70	8 points
>.70 to .80	6 points
>.80 to .90	4 points
>.90 to 1.00	2 points
>1.00	0 points

- 12. Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?**

This new indicator asks about the school district's ability to make debt principal and interest payments. Did you meet or exceed the target amount in School FIRST?

**NEISD Result:**

2019-2020	3.3237	10 points
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**Scoring Scale:**

<=4	10 points
>4<=7	8 points
>7<=10	6 points
>10<=11.5	4 points
>11.5<=13.5	2 points
>13.5	0 points

## North East Independent School District Schools FIRST Indicators & Results

**13. Was the school district's administrative cost ratio equal to or less than the threshold ratio?**

TEA and state law sets a cap on the percentage of a school district's budget that Texas school districts can spend on administration. Did NEISD exceed the cap for districts of its size?

**NEISD Result:**

2019-2020	\$0.0533	10 points
2018-2019	\$0.0551	10 points
2017-2018	\$0.0568	10 points

**Scoring Scale:**

<=0.0855	10 points
>0.0855 to 0.1105	8 points
>0.1105 to 0.1355	6 points
>0.1355 to 0.1605	4 points
>0.1605 to 0.1855	2 points
>0.1855	0 points

**14. Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)**

If the school district had a decline in students over three school years, this indicator asks if the school district decreased the number of the staff on the payroll in proportion to the decline in students.

**NEISD Result:**

2019-2020	Yes	10 points
2018-2019	Yes	10 points
2017-2018	Yes	10 points

**State Standard:**

Yes	10 points
No	0 points

**15. Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections?**

This new indicator measures how well the district was able to project average daily attendance for the coming biennium for payment purposes. Projected ADA is compared to actual.

**NEISD Result:**

2019-2020	Yes	5 points
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**State Standard:**

Yes	5 points
No	0 points

## North East Independent School District Schools FIRST Indicators & Results

- 16. Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district’s AFR result in a total variance of less than 3 percent of all expenditures by function?**

This indicator measures the quality of data reported to PEIMS and in the AFR to make certain that the data reported in each case “matches up.” If the difference in numbers reported in any fund type is more than 3%, the district “fails” this measure.

**NEISD Result:**

Yes –  $0.0001 < 0.03$

Indicator passed; ceiling not triggered.

- 17. Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?**

A clean audit of the AFR would state that the district has no material weaknesses in internal controls. Any internal weaknesses create a risk of NEISD not being able to properly account for its use of public funds and should be immediately addressed.

**NEISD Result:**

No material weaknesses in any fiscal year.

Indicator passed; ceiling not triggered.

- 18. Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?**

Did the District comply with laws, rules and regulations for a governmental entity?

**NEISD Result:**

2019-2020	Yes	10 points
2018-2019	Yes	10 points
2017-2018	Yes	10 points

**State Standard:**

Yes	10 points
No	0 points

## North East Independent School District Schools FIRST Indicators & Results

- 19. Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district’s fiscal year end?**

This new indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information.

**NEISD Result:**

2019-2020

5 points

**State Standard:**

Yes

5 points

- 20. Did the school board members discuss the district’s property values at a board meeting within 120 days before the district adopted its budget?**

This new indicator measures whether the school board has the opportunity to consider the impact of changes in property value on the finances of the district.

**NEISD Result:**

Yes, the school board discussed property values at a meeting within 120 days before the district adopted its budget.

Indicator passed; ceiling not triggered.

# North East Independent School District

## Appendix A: Superintendent's Contract

The current contract for Dr. Sean Maika, NEISD Superintendent, is posted on the NEISD web site @

<https://www.neisd.net/cms/lib/TX02215002/Centricity/domain/170/notices/Superintendent%20Contract%20Sean%20Maika%207.1.21%20to%206.30.26.pdf>

## North East Independent School District

### Appendix B: Reimbursable Expenditures to Board Members and the Superintendent For the Year Ended June 30, 2021

	<u>Meals</u>	<u>Lodging</u>	<u>Transportation</u>	<u>Fuel</u>	<u>Other</u>	<u>Total</u>
Dr. Sean Maika	\$ 136.08	-	1,777.61	-	1,371.72	3,285.41
Mrs. Shannon Grona	13.87	-	1,458.91	-	760.00	2,232.78
Mrs. Sandy Hughey	13.87	-	-	-	-	13.87
Mr. Omar Leos	13.87	-	-	-	325.00	338.87
Mr. Tony Jaso	13.87	-	-	-	325.00	338.87
Mr. David Beyer	13.87	-	-	-	760.00	773.87
Mrs. Terri Williams	13.87	-	-	-	760.00	773.87
Mrs. Sandy Winkley	13.87	-	-	-	760.00	773.87
Mr. Steve Hilliard	-	-	-	-	-	0.00
	<u>\$ 233.17</u>	<u>\$ 0.00</u>	<u>\$ 3,236.52</u>	<u>\$ 0.00</u>	<u>\$ 5,061.72</u>	<u>\$ 8,531.41</u>

**Note:** Reimbursements include amounts paid by the District on-behalf of the individuals listed above as well as actual reimbursements. The category “Other” includes registration for seminars and meetings and amounts provided for benefits not specified in the Superintendent’s Employment Contract. The “Meals” category excludes meals purchased for Board of Trustee meetings.

# North East Independent School District

## Appendix C: Business Transactions Between Board and/or Related Family Members and NEISD For the Year Ended June 30, 2021

<b>Board Member</b>	<b>Transactions</b>
Mrs. Shannon Grona	\$ -
Mrs. Sandy Winkley	-
Mrs. Sandy Hughey	-
Mr. Steve Hilliard	-
Mr. Tony Jaso	-
Mr. David Beyer	-
Mrs. Terri Williams	-
Mr. Omar Leos	-
<b>Total</b>	<b>\$ -</b>

# North East Independent School District

## Appendix D: Superintendent's Outside Income For the Year Ended June 30, 2021

Source	Superintendent's Outside Income
Dr. Sean Maika	\$ -

# North East Independent School District

## Appendix E: Gifts to Superintendent Or Board Members For the Year Ended June 30, 2021

	<u>Gifts</u>
Dr. Sean Maika	\$ -
Mrs. Shannon Grona	-
Mrs. Sandy Winkley	-
Mrs. Sandy Hughey	-
Mr. Steve Hilliard	-
Mr. Tony Jaso	-
Mr. David Beyer	-
Mrs. Terri Williams	-
Mr. Omar Leos	-
	<hr/>
	\$ -
	<hr/> <hr/>

**Note:** State law requires disclosure of gifts with an aggregate value of \$250 or greater by a vendor or by an entity that proposed on a bid to provide goods or services to the District.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date:	November 8, 2021	Presenter:	Lisa Shoesmith Internal Auditor
Subject:	Internal Audit Plan	Related Page(s):	2021-2022 NEISD Internal Audit Plan

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Current audit standards require the preparation and approval of an annual audit plan. House Bill 1 (79th Legislature) placed the Internal Audit function under the auspices of the Board of Trustees. Internal Audit currently provides periodic status reports to the Board but needs approval to proceed with next year's plan. Attached to the Internal Audit Plan is an Anti-fraud Action Plan which was developed to provide a framework for handling fraudulent or potentially fraudulent scenarios. By approving the plan, the Board would also be agreeing with the contents of the Anti-fraud Action Plan.

#### **ADMINISTRATIVE RECOMMENDATION**

Recommend that the Board of Trustees approve the Internal Audit Plan for fiscal year 2021-22.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



# Internal Audit Plan

## FY 2021-2022

Submitted by: *[Signature]* 11-8-2021  
Internal Auditor Date

Approved by/Date: *[Signature]* 11/8/21  
Superintendent Date

Approved by/Date: *[Signature]* 11-8-21  
President, Board of Trustees Date



# NORTH EAST

## INDEPENDENT SCHOOL DISTRICT

### Internal Audit Plan FY 2021-2022

1. **NEISD Universe of Auditable Entities**. Subject matter representing major auditable entities within the District, is identified in Attachment 1. Subjects that are in bold face type have been identified for coverage during FY 2021-2022.

2. **Risk-Based Planning Model**. This audit plan was compiled based on input from the Superintendent and Executive Staff. Their contributions, in conjunction with State mandates for audit coverage and requirements of the *Statement on Auditing Standards No. 99, Consideration of Fraud in a Financial Statement Audit*, formed the framework for identifying auditable entities, which were then weighted based on a Risk-Based Planning Model (Attachment 3).

This approach is necessary to direct limited audit resources toward the most critical, high-risk issues facing the District. Risk factors were applied for each viable auditable entity. The risk factors included requested or required reviews, fraud implications, cash handling, the strength of internal controls, prior audit coverage and considerations for changes in key personnel.

3. **Anti-Fraud Action Plan**. The Anti-Fraud Action Plan is an integral part of our auditing program and is included as Attachment 5. The plan was prepared to establish an agreed-upon procedure for handling fraud, waste and abuse, and outlines NEISD's procedures for minimizing fraud, reporting suspected fraud, and actions to be taken when fraud is evident.

4. **Internal Audit Plan**. This Annual Audit Plan is a living plan that may be altered throughout the year to accommodate the needs of the Superintendent or the Board of Trustees. Below is a summary of planned audits for Fiscal Year 2021-2022. The rationale for the subjects identified for review, along with an explanation of what and how risk factors were applied, is contained in Attachment 4.

5. **Internal Audit Plan Time Budget**. Estimates of the time it will take to complete each project are included. Net of projected administrative absences and professional development coupled with the staff shortage due to the Director of Internal Audit position vacancy, the Internal Audit Department will have approximately 6,000 audit hours available based on one director, three auditors, and one audit technician (half-time for audit work).

## 6. Mandatory Audits.

- Superintendent's Employment Contract. The Superintendent has requested an annual review of his employment contract to ensure that allowances for travel and vacation are properly accounted for and to ensure that the Superintendent is complying with contract terms [120 audit-hours/15 audit-days].
- Superintendent's Expenses. The Board of Trustees requires an audit of the Superintendent's expenditures, annually. This audit, which will be combined with the review of the Superintendent's employment contract (see above), entails a review of all expenditures made by the Superintendent including those purchases using the Purchasing Card [120 audit-hours/15 audit-days].
- External Audit (CAFR). Annually, the District is required to have an external audit of financial activity leading to an expression of an opinion on the accuracy of the Consolidated Annual Financial Report. Internal Audit will provide assistance in the areas of inventory (equipment and warehouse) accountability, and bank/investment confirmations [360 audit-hours/45 audit-days].
- Purchasing Card (P-Card) Audit. Annual district-wide audit performed to determine if purchases made with District purchasing cards are in compliance with procurement policy and guidelines. Includes review of any travel-related expenditures conducted with the P-Card as well as retention of supporting documentation for all transactions [400 audit-hours/50 audit-days].
- Conflict-of-Interest Review. This is an annual review of relationships held by NEISD employees with outside business entities or individuals that might create biased decision making resulting in fraud, collusion, or favoritism. The review is accomplished by completing an online survey sent to certified employees with budget influence. Questionable relationships or associations identified in the survey are reviewed by the Director of Internal Audit [360 audit-hours/45 audit-days].
- Controlled Resource Management System (CRMS) and Fixed Assets Inventory. Conduct annual review of District-wide Controlled Resources and Fixed Assets Inventory tracked and maintained by the CRMS [720 audit-hours/90 audit-days].

7. **Campus and Student Activity Funds.** Campus and Student Activity Funds can generate several million dollars in activity throughout a normal school year. Campus bookkeepers are critical to the safekeeping of these funds. Regular, scheduled audits of these funds are essential to maintaining oversight over campus business to ensure that fraudulent activity has not taken place. The audit approach to these audits remains flexible. An advisory report is issued to each campus principal summarizing disparities, if any [1,400 audit-hours/175 audit-days].

8. **Special Projects.** Special projects occur spontaneously throughout the year generally at the request of the Superintendent or the Board of Trustees; however, occasionally executive directors have requested assistance as well. These projects may be short term, quick turnaround audits, analyses, or research endeavors or the projects may be full-scale audits of a process or department within the district. Normally, these assignments are intended to provide independent assessments of ongoing issues of key concern to the Superintendent or the Board of Trustees [600 audit-hours/75 audit-days].

9. **Operational and Compliance Audits.**

- **Facility Maintenance Work Order Process.** Compliance and operational audit to determine if the Facility Maintenance and Operations department complies with state, local, and district rules and regulations regarding the efficient and effective operation of the department, and to examine the processes and procedures within the department's work order system [720 audit-hours/90 audit-days].
- **North East Police Department.** Operational audit to examine NEPD staffing levels and allocation of officers throughout the District, reviewing departmental processes and procedures to ensure efficient and effective operation of the department [600 audit-hours/75 audit-days].

10. **Continual Surveillance of Fraudulent Indicators.** In compliance with the Statement on Auditing Standards (SAS) 99: *Consideration of Fraud in a Financial Statement Audit*, Internal Audit will perform selected audit tests throughout the year. Internal Audit will selectively test areas, locations, and accounts that otherwise might not be tested. In addition, the Internal Audit Department will continue to manage the hotline complaints received through the District's fraud hotline [600 audit-hours/75 audit-days].

11. **Attachments.**

- 1 - Universe of Auditable Entities
- 2 - Risk Rank Priority of Auditable Entities
- 3 - Risk Based Planning Model
- 4 - Risk Based Planning Model Methodology
- 5 - District Anti-Fraud Action Plan

Org #	Org Name	Category
001	LEE HS	High School
002	MacArthur HS	High School
003	Churchill HS	High School
004	Roosevelt HS	High School
005	Madison HS	High School
006	Center HS	High School
007	Reagan HS	High School
008	ACE HS	High School
009	ISA HS	High School
012	Alternative HS	High School
014	Johnson HS	High School
041	Eisenhower MS	Middle School
042	Garner MS	Middle School
043	Krueger MS	Middle School
044	Nimitz MS	Middle School
045	Jackson MS	Middle School
046	White MS	Middle School
047	Wood MS	Middle School
048	Bradley MS	Middle School
049	Driscoll MS	Middle School
050	Bush MS	Middle School
053	Alternative MS	Middle School
056	Tejeda MS	Middle School
057	Lopez MS	Middle School
058	Harris MS	Middle School
059	Hill MS	Middle School
101	Castle Hills ES	Elementary School
102	Coker ES	Elementary School
103	Colonial Hills ES	Elementary School
104	Dellview ES	Elementary School
105	East Terrell Hills ES	Elementary School
106	Harmony Hills ES	Elementary School
107	Jackson-Keller ES	Elementary School
108	Larkspur ES	Elementary School
109	Northwood ES	Elementary School
110	Oak Grove ES	Elementary School
111	Olmos ES	Elementary School
112	Ridgeview ES	Elementary School
113	Serna ES	Elementary School
114	Walzem ES	Elementary School
116	Wilshire ES	Elementary School
117	Windcrest ES	Elementary School
118	Camelot ES	Elementary School

Org #	Org Name	Category
119	Clear Spring ES	Elementary School
120	Regency Place ES	Elementary School
121	El Dorado ES	Elementary School
122	Montgomery ES	Elementary School
123	Hidden Forest ES	Elementary School
124	Woodstone ES	Elementary School
125	Stahl ES	Elementary School
126	Thousand Oaks ES	Elementary School
127	Northern Hills ES	Elementary School
128	Redland Oaks ES	Elementary School
129	Encino Park ES	Elementary School
130	Fox Run ES	Elementary School
131	Oak Meadow ES	Elementary School
133	Stone Oak ES	Elementary School
134	Longs Creek ES	Elementary School
135	Huebner ES	Elementary School
136	Hardy Oak ES	Elementary School
137	Wetmore ES	Elementary School
138	Royal Ridge ES	Elementary School
139	Roan Forest ES	Elementary School
140	Canyon Ridge ES	Elementary School
141	Stuebing Ranch ES	Elementary School
142	Bulverde Creek ES	Elementary School
143	Wilderness Oaks ES	Elementary School
144	Tuscany Heights ES	Elementary School
145	Cibolo Green ES	Elementary School
146	Las Lomas ES	Elementary School
147	Vineyard Ranch ES	Elementary School
148	Pre-K Academy at West Ave.	Pre-K
300	YATP (Youth Applied Tech. Program)	Middle School (Magnet)
301	iMAK (Interactive Media Applications at Krueger	Middle School (Magnet)
302	KSAT (Krueger School of Applied Tech.)	Middle School (Magnet)
303	STEM Academy at Nimitz MS	Middle School (Magnet)
306	DATA @ White MS	Middle School (Magnet)
400	NESA (North East School of the Arts ) @ LEE HS	High School (Magnet)
401	Agri Science @ Madison HS	High School (Magnet)
402	CTEC Construction	High School (Magnet)
403	STEM Academy at LEE HS	High School (Magnet)
405	CTEC Transportation	High School (Magnet)
406	DATA (Design & Tech. Academy) @ Roosevelt	High School (Magnet)
408	ETA (Engineering & Tech. Academy) @ Roosevelt	High School (Magnet)
409	CTEC Medical	High School (Magnet)
410	iCSI (Cyber Security Program)	High School (Magnet)

Org #	Org Name	Category
701	Superintendent's Contract and Expenses	Superintendent's Office
702	Board Expenses	Board of Trustees
710	Textbooks	Business Services
720	Internal Audit	Board of Trustees / Super.
738	Govt Relations & Grant Development	Business Services
739	Finance	Business Services
740	Chief Financial Officer	Business Services
741	Travel Reimbursement	Business Services
741	Payroll	Business Services
741	Accounts Payable	Business Services
742	Purchasing Card Program	Business Services
742	Controlled Resource Management System (CRMS)	Business Services
742	Warehousing	Business Services
742	Procurement	Business Services
742	Records Management	Business Services
743	Risk Management	Business Services
744	Grants Administration	Business Services
745	Human Resources	Campus Administration
746	School Administration	Campus Administration
747	Fixed Assets Management	Business Services
747	Budgeting Program Management	Business Services
749	Communications	Communications Services
800	Chief of Schools and Leadership	Campus Administration
801	Athletics	Campus Administration
802	Student Support Services	Campus Administration
803	Chief Instructional Officer	Instruction
804	Learning Support Services	Instruction
805	Student Leadership	Campus Administration
806	Health Services	Business Services
807	Student Well-Being	Campus Administration
808	Library Services	Business Services
809	Curriculum and Instruction	Instruction
810	Instructional Technology Services	Business Services
811	Fine Arts	Campus Administration
812	English Language Arts Reading - Elementary	Instruction
813	Pre-K	Instruction
814	English Language Arts Reading - Middle School	Instruction
815	Social Studies - Elementary	Instruction
816	Math - Secondary	Instruction
817	Science	Instruction
818	English Language Arts Reading - High School	Instruction
819	State Compensatory Education	Instruction
820	Social Studies - Secondary	Instruction

Org #	Org Name	Category
821	Bilingual / ESL	Instruction
822	Gifted & Talented K-12	Instruction
823	World Languages K-12	Instruction
825	JROTC	Campus Administration
826	Career and Technology	Instruction
828	Special Education	Instruction
829	Teen Parenting	Campus Administration
830	Homeless Program	Campus Administration
831	Adult Education	Campus Administration
832	Community Education	Campus Administration
833	GED Testing	Campus Administration
834	KINS Program (Elementary School)	Campus Administration
835	KINS Challenge Program (Middle School)	Campus Administration
836	Testing Services	Instruction
837	Dyslexia K-12	Instruction
840	Area 3 Campus Administration	Campus Administration
841	Area 2 Campus Administration	Campus Administration
842	Area 1 Campus Administration	Campus Administration
843	Partners in Education/Volunteer Program	Communications Services
844	Math - Elementary	Instruction
845	AVID - Elementary	Instruction
846	AVID - Secondary	Instruction
847	Response to Intervention (RTI)	Campus Administration
848	Area 4 Campus Administration	Campus Administration
851	Heroes Stadium	Campus Administration
852	North East Sports Complex	Campus Administration
901	Construction Management	Operations
902	Facility Maintenance and Support	Operations
903	Transportation	Operations
904	School Nutritional Services	Operations
905	Police Department	Operations
906	Electronic & Print Services	Business Services
907	Mailing & Courier Services	Business Services
908	Copier Services	Business Services
909	Audiovisual Services	Business Services
910	Media Production	Communications Services
911	Technology Support	Business Services
912	Print Services	Business Services
913	Management Information Systems	Business Services
914	Network Services	Business Services
915	NEEC Complex	Operations
916	Broadway Complex	Operations
917	Data & Telecommunication Services	Business Services

Org #	Org Name	Category
918	Operations Warehouse	Business Services
923	General Warehouse	Business Services
927	Risk Management - Employee Benefits	Business Services
930	Maintenance - Custodial Services	Operations
931	Engineering	Operations
932	Chief Operations Officer	Operations
934	Health Wellness & Security	Business Services
935	Transportation North	Operations
996	PE & Health	Campus Administration

Org #	Org Name	Category	Total (out of 100)	Rank
701	Superintendent's Contract & Expenses	Superintendent's Office	100	1
702	Board Expenses	Board of Trustees	100	1
742	Purchasing Card Program	Business Services	100	1
742	Controlled Resource Mgmt. System	Business Services	100	1
742	Warehousing	Business Services	100	1
747	Fixed Assets Management	Business Services	100	1
918	Operations Warehouse	Business Services	100	1
923	General Warehouse	Business Services	100	1
002	MacArthur HS	High School	90	9
005	Madison HS	High School	88	10
041	Eisenhower MS	Middle School	80	11
049	Driscoll MS	Middle School	78	12
138	Royal Ridge ES	Elementary School	65	13
142	Bulverde Creek ES	Elementary School	65	13
902	Facility Maintenance and Support	Operations	65	13
905	Police Department	Operations	65	13
004	Roosevelt HS	High School	60	17
007	Reagan HS	High School	60	17
403	STEM Academy at LEE HS	High School (Magnet)	60	17
843	Partners in Education/Volunteer Pgm.	Communications Services	60	17
904	School Nutritional Services	Operations	60	17
009	ISA HS	High School	55	22
401	Agri Science @ Madison HS	High School (Magnet)	55	22
406	Data (Design & Tech. Academy)	High School (Magnet)	55	22
014	Johnson HS	High School	54	25
408	ETA (Engineering & Tech. Academy)	High School (Magnet)	53	26
001	LEE HS	High School	52	27
003	Churchill HS	High School	52	27
400	NESA (NE School of the Arts)	High School (Magnet)	51	29
042	Garner MS	Middle School	50	30
043	Krueger MS	Middle School	50	30
045	Jackson MS	Middle School	50	30
046	White MS	Middle School	50	30
058	Harris MS	Middle School	50	30
742	Procurement	Business Services	50	30
808	Library Services	Business Services	50	30
810	Instructional Technology Services	Business Services	50	30
059	Hill MS	Middle School	48	38
047	Wood MS	Middle School	47	39
056	Tejeda MS	Middle School	47	39
402	CTEC Construction	High School (Magnet)	45	41
405	CTEC Transportation	High School (Magnet)	45	41
811	Fine Arts	Campus Administration	45	41
826	Career and Technology	Instruction	45	41
044	Nimitz MS	Middle School	42	45
048	Bradley MS	Middle School	42	45

Org #	Org Name	Category	Total (out of 100)	Rank
050	Bush MS	Middle School	42	45
008	ACE HS	High School	40	48
057	Lopez MS	Middle School	40	48
131	Oak Meadow ES	Elementary School	40	48
134	Longs Creek ES	Elementary School	40	48
135	Huebner ES	Elementary School	40	48
147	Vineyard Ranch ES	Elementary School	40	48
302	KSAT (Krueger School of Applied Tech.)	Middle School (Magnet)	40	48
741	Travel Reimbursement	Business Services	40	48
741	Payroll	Business Services	40	48
745	Human Resources	Campus Administration	40	48
801	Athletics	Campus Administration	40	48
825	JROTC	Campus Administration	40	48
901	Construction Management	Operations	40	48
102	Coker ES	Elementary School	38	61
006	Center HS	High School	35	62
053	Alternative MS	Middle School	35	62
101	Castle Hills ES	Elementary School	35	62
103	Colonial Hills ES	Elementary School	35	62
104	Dellview ES	Elementary School	35	62
105	East Terrell Hills ES	Elementary School	35	62
106	Harmony Hills ES	Elementary School	35	62
107	Jackson-Keller ES	Elementary School	35	62
109	Northwood ES	Elementary School	35	62
111	Olmos ES	Elementary School	35	62
112	Ridgeview ES	Elementary School	35	62
113	Serna ES	Elementary School	35	62
116	Wilshire ES	Elementary School	35	62
118	Camelot ES	Elementary School	35	62
119	Clear Spring ES	Elementary School	35	62
121	El Dorado ES	Elementary School	35	62
122	Montgomery ES	Elementary School	35	62
123	Hidden Forest ES	Elementary School	35	62
124	Woodstone ES	Elementary School	35	62
125	Stahl ES	Elementary School	35	62
126	Thousand Oaks ES	Elementary School	35	62
128	Redland Oaks ES	Elementary School	35	62
129	Encino Park ES	Elementary School	35	62
130	Fox Run ES	Elementary School	35	62
136	Hardy Oak ES	Elementary School	35	62
137	Wetmore ES	Elementary School	35	62
139	Roan Forest ES	Elementary School	35	62
140	Canyon Ridge ES	Elementary School	35	62
141	Stuebing Ranch ES	Elementary School	35	62
143	Wilderness Oaks ES	Elementary School	35	62
144	Tuscany Heights ES	Elementary School	35	62

Org #	Org Name	Category	Total (out of 100)	Rank
146	Las Lomas ES	Elementary School	35	62
300	YATP (Youth Applied Tech. Program)	Middle School (Magnet)	35	62
301	iMAK (Interactive Media App. @ Krueger)	Middle School (Magnet)	35	62
303	STEM Academy at Nimitz MS	Middle School (Magnet)	35	62
306	DATA (Design & Tech. Academy)	Middle School (Magnet)	35	62
409	CTEC Medical	High School (Magnet)	35	62
410	iCSI (Cyber Security Institute)	High School (Magnet)	35	62
831	Adult Education	Campus Administration	35	62
832	Community Education	Campus Administration	35	62
833	GED Testing	Campus Administration	35	62
834	KIN Program (Elementary School)	Campus Administration	35	62
835	KIN Challenge Program (Middle School)	Campus Administration	35	62
851	Heroes Stadium	Campus Administration	35	62
110	Oak Grove ES	Elementary School	34	106
127	Northern Hills ES	Elementary School	34	106
108	Larkspur ES	Elementary School	33	108
120	Regency Place ES	Elementary School	33	108
114	Walzem ES	Elementary School	29	110
133	Stone Oak ES	Elementary School	29	110
012	Alternative HS	High School	27	112
117	Windcrest ES	Elementary School	25	113
145	Cibolo Green ES	Elementary School	25	113
148	Pre-K Academy at West Ave.	Pre-K	25	113
740	Chief Financial Officer	Business Services	25	113
741	Accounts Payable	Business Services	25	113
746	School Administration	Campus Administration	25	113
804	Learning Support Services	Instruction	25	113
805	Student Leadership	Campus Administration	25	113
852	NE Sports Complex	Campus Administration	25	113
906	Electronic & Print Services	Business Services	25	113
907	Mailing & Courier Services	Business Services	25	113
908	Copier Services	Business Services	25	113
911	Technology Support	Business Services	25	113
912	Print Services	Business Services	25	113
930	Custodial Services	Operations	25	113
931	Engineering	Operations	25	113
935	Transportation North	Operations	25	113
996	PE & Health	Campus Administration	25	113
710	Textbooks	Business Services	20	131
836	Testing Services	Instruction	20	131
903	Transportation	Operations	20	131
913	Management Information Systems	Business Services	20	131
914	Network Services	Business Services	20	131
915	NEEC Complex	Operations	20	131
916	Broadway Complex	Operations	20	131
917	Data & Telecommunication Services	Business Services	20	131

Org #	Org Name	Category	Total (out of 100)	Rank
743	Risk Management	Business Services	16	139
846	AVID - Secondary	Instruction	16	139
720	Internal Audit	Board of Trustees/Super.	15	141
738	Govt. Relations & Grant Development	Business Services	15	141
744	Grants Administration	Business Services	15	141
747	Budgeting Program Management	Business Services	15	141
749	Communications	Communications Services	15	141
802	Student Support Services	Campus Administration	15	141
806	Health Services	Business Services	15	141
807	Student Well-Being	Campus Administration	15	141
809	Curriculum and Instruction	Instruction	15	141
828	Special Education	Instruction	15	141
829	Teen Parenting	Campus Administration	15	141
844	Math - Elementary	Instruction	15	141
848	Area 4 Campus Administration	Campus Administration	15	141
910	Media Production	Communications Services	15	141
927	Risk Management - Employee Benefits	Business Services	15	141
932	Chief Operations Officer	Operations	15	141
934	Health Wellness & Security	Business Services	15	141
742	Records Management	Business Services	11	158
845	AVID - Elementary	Instruction	11	158
800	Chief of Schools and Leadership	Campus Administration	10	160
803	Chief Instructional Officer	Instruction	10	160
812	English Language Arts Reading - ES	Instruction	10	160
813	Pre-K	Instruction	10	160
814	English Language Arts Reading - MS	Instruction	10	160
815	Social Studies - Elementary	Instruction	10	160
816	Math - Secondary	Instruction	10	160
817	Science	Instruction	10	160
818	English Language Arts Reading - HS	Instruction	10	160
819	State Compensatory Education	Instruction	10	160
820	Social Studies - Secondary	Instruction	10	160
821	Bilingual / ESL	Instruction	10	160
822	Gifted & Talented K-12	Instruction	10	160
823	World Languages K-12	Instruction	10	160
830	Homeless Program	Campus Administration	10	160
837	Dyslexia K-12	Instruction	10	160
840	Area 3 Campus Administration	Campus Administration	10	160
841	Area 2 Campus Administration	Campus Administration	10	160
842	Area 1 Campus Administration	Campus Administration	10	160
847	Response to Intervention (RTI)	Campus Administration	10	160
909	Audiovisual Services	Business Services	10	160
739	Finance	Business Services	5	181

Org #	Org Name	Category	Audit Request or Required 0-25	Fraud, Waste, or Abuse 0-25	Handling of Cash 0-20	Internal Controls 0-10	Prior Audit Coverage 0-10	Change in Personnel 0-10	Total (out of 100)	Rank
701	Superintendent's Contract & Expenses	Superintendent's Office	25	25	20	10	10	10	100	1
702	Board Expenses	Board of Trustees	25	25	20	10	10	10	100	1
742	Purchasing Card Program	Business Services	25	25	20	10	10	10	100	1
742	Controlled Resource Mgmt. System	Business Services	25	25	20	10	10	10	100	1
742	Warehousing	Business Services	25	25	20	10	10	10	100	1
747	Fixed Assets Management	Business Services	25	25	20	10	10	10	100	1
918	Operations Warehouse	Business Services	25	25	20	10	10	10	100	1
923	General Warehouse	Business Services	25	25	20	10	10	10	100	1
002	MacArthur HS	High School	25	25	20	5	10	5	90	9
005	Madison HS	High School	25	25	20	5	8	5	88	10
041	Eisenhower MS	Middle School	25	15	20	5	10	5	80	11
049	Driscoll MS	Middle School	25	15	20	5	8	5	78	12
138	Royal Ridge ES	Elementary School	25	10	10	5	10	5	65	13
142	Bulverde Creek ES	Elementary School	25	10	10	5	10	5	65	13
902	Facility Maintenance and Support	Operations	25	20	0	10	10	0	65	13
905	Police Department	Operations	25	20	5	5	10	0	65	13
004	Roosevelt HS	High School	0	25	20	5	10	0	60	17
007	Reagan HS	High School	0	25	20	5	10	0	60	17
403	STEM Academy at LEE HS	High School (Magnet)	0	20	20	5	10	5	60	17
843	Partners in Education/Volunteer Pgm.	Communications Services	0	20	20	5	10	5	60	17
904	School Nutritional Services	Operations	0	25	20	5	10	0	60	17
009	ISA HS	High School	0	20	20	5	10	0	55	22
401	Agri Science @ Madison HS	High School (Magnet)	0	20	20	5	10	0	55	22
406	Data (Design & Tech. Academy)	High School (Magnet)	0	20	20	5	10	0	55	22
014	Johnson HS	High School	0	25	20	5	4	0	54	25
408	ETA (Engineering & Tech. Academy)	High School (Magnet)	0	20	20	5	8	0	53	26
001	LEE HS	High School	0	25	20	5	2	0	52	27
003	Churchill HS	High School	0	25	20	5	2	0	52	27
400	NESA (NE School of the Arts)	High School (Magnet)	0	20	20	5	6	0	51	29
042	Garner MS	Middle School	0	15	20	5	10	0	50	30
043	Krueger MS	Middle School	0	15	20	5	10	0	50	30
045	Jackson MS	Middle School	0	15	20	5	10	0	50	30
046	White MS	Middle School	0	15	20	5	10	0	50	30
058	Harris MS	Middle School	0	15	20	5	10	0	50	30
742	Procurement	Business Services	0	25	10	5	0	10	50	30
808	Library Services	Business Services	0	15	20	5	10	0	50	30
810	Instructional Technology Services	Business Services	25	10	0	5	10	0	50	30
059	Hill MS	Middle School	0	15	20	5	8	0	48	38
047	Wood MS	Middle School	0	15	20	5	2	5	47	39
056	Tejeda MS	Middle School	0	15	20	5	2	5	47	39
402	CTEC Construction	High School (Magnet)	0	20	10	5	10	0	45	41

Org #	Org Name	Category	Audit Request or Required 0-25	Fraud, Waste, or Abuse 0-25	Handling of Cash 0-20	Internal Controls 0-10	Prior Audit Coverage 0-10	Change in Personnel 0-10	Total (out of 100)	Rank
405	CTEC Transportation	High School (Magnet)	0	20	10	5	10	0	45	41
811	Fine Arts	Campus Administration	0	20	20	5	0	0	45	41
826	Career and Technology	Instruction	0	15	10	5	10	5	45	41
044	Nimitz MS	Middle School	0	15	20	5	2	0	42	45
048	Bradley MS	Middle School	0	15	20	5	2	0	42	45
050	Bush MS	Middle School	0	15	20	5	2	0	42	45
008	ACE HS	High School	0	15	10	5	10	0	40	48
057	Lopez MS	Middle School	0	15	20	5	0	0	40	48
131	Oak Meadow ES	Elementary School	0	10	10	5	10	5	40	48
134	Longs Creek ES	Elementary School	0	10	10	5	10	5	40	48
135	Huebner ES	Elementary School	0	10	10	5	10	5	40	48
147	Vineyard Ranch ES	Elementary School	0	10	10	5	10	5	40	48
302	KSAT (Krueger School of Applied Tech.)	Middle School (Magnet)	0	10	10	5	10	5	40	48
741	Travel Reimbursement	Business Services	0	25	0	5	10	0	40	48
741	Payroll	Business Services	0	25	0	5	10	0	40	48
745	Human Resources	Campus Administration	0	10	10	5	10	5	40	48
801	Athletics	Campus Administration	0	15	20	5	0	0	40	48
825	JROTC	Campus Administration	0	10	10	5	10	5	40	48
901	Construction Management	Operations	0	25	0	5	10	0	40	48
102	Coker ES	Elementary School	0	10	10	5	8	5	38	61
006	Center HS	High School	0	10	10	5	10	0	35	62
053	Alternative MS	Middle School	0	10	10	5	10	0	35	62
101	Castle Hills ES	Elementary School	0	10	10	5	10	0	35	62
103	Colonial Hills ES	Elementary School	0	10	10	5	10	0	35	62
104	Dellview ES	Elementary School	0	10	10	5	10	0	35	62
105	East Terrell Hills ES	Elementary School	0	10	10	5	10	0	35	62
106	Harmony Hills ES	Elementary School	0	10	10	5	10	0	35	62
107	Jackson-Keller ES	Elementary School	0	10	10	5	10	0	35	62
109	Northwood ES	Elementary School	0	10	10	5	10	0	35	62
111	Olmos ES	Elementary School	0	10	10	5	10	0	35	62
112	Ridgeview ES	Elementary School	0	10	10	5	10	0	35	62
113	Serna ES	Elementary School	0	10	10	5	10	0	35	62
116	Wilshire ES	Elementary School	0	10	10	5	10	0	35	62
118	Camelot ES	Elementary School	0	10	10	5	10	0	35	62
119	Clear Spring ES	Elementary School	0	10	10	5	10	0	35	62
121	El Dorado ES	Elementary School	0	10	10	5	10	0	35	62
122	Montgomery ES	Elementary School	0	10	10	5	10	0	35	62
123	Hidden Forest ES	Elementary School	0	10	10	5	10	0	35	62
124	Woodstone ES	Elementary School	0	10	10	5	10	0	35	62
125	Stahl ES	Elementary School	0	10	10	5	10	0	35	62
126	Thousand Oaks ES	Elementary School	0	10	10	5	10	0	35	62

Org #	Org Name	Category	Audit Request or Required 0-25	Fraud, Waste, or Abuse 0-25	Handling of Cash 0-20	Internal Controls 0-10	Prior Audit Coverage 0-10	Change in Personnel 0-10	Total (out of 100)	Rank
128	Redland Oaks ES	Elementary School	0	10	10	5	10	0	35	62
129	Encino Park ES	Elementary School	0	10	10	5	10	0	35	62
130	Fox Run ES	Elementary School	0	10	10	5	10	0	35	62
136	Hardy Oak ES	Elementary School	0	10	10	5	10	0	35	62
137	Wetmore ES	Elementary School	0	10	10	5	10	0	35	62
139	Roan Forest ES	Elementary School	0	10	10	5	10	0	35	62
140	Canyon Ridge ES	Elementary School	0	10	10	5	10	0	35	62
141	Stuebing Ranch ES	Elementary School	0	10	10	5	10	0	35	62
143	Wilderness Oaks ES	Elementary School	0	10	10	5	10	0	35	62
144	Tuscany Heights ES	Elementary School	0	10	10	5	10	0	35	62
146	Las Lomas ES	Elementary School	0	10	10	5	10	0	35	62
300	YATP (Youth Applied Tech. Program)	Middle School (Magnet)	0	10	10	5	10	0	35	62
301	iMAK (Interactive Media App. @ Krueger)	Middle School (Magnet)	0	10	10	5	10	0	35	62
303	STEM Academy at Nimitz MS	Middle School (Magnet)	0	10	10	5	10	0	35	62
306	DATA (Design & Tech. Academy)	Middle School (Magnet)	0	10	10	5	10	0	35	62
409	CTEC Medical	High School (Magnet)	0	20	0	5	10	0	35	62
410	iCSI (Cyber Security Institute)	High School (Magnet)	0	20	0	5	10	0	35	62
831	Adult Education	Campus Administration	0	10	20	5	0	0	35	62
832	Community Education	Campus Administration	0	10	20	5	0	0	35	62
833	GED Testing	Campus Administration	0	10	20	5	0	0	35	62
834	KIN Program (Elementary School)	Campus Administration	0	10	20	5	0	0	35	62
835	KIN Challenge Program (Middle School)	Campus Administration	0	10	20	5	0	0	35	62
851	Heroes Stadium	Campus Administration	0	10	20	5	0	0	35	62
110	Oak Grove ES	Elementary School	0	10	10	5	4	5	34	106
127	Northern Hills ES	Elementary School	0	10	10	5	4	5	34	106
108	Larkspur ES	Elementary School	0	10	10	5	8	0	33	108
120	Regency Place ES	Elementary School	0	10	10	5	8	0	33	108
114	Walzem ES	Elementary School	0	10	10	5	4	0	29	110
133	Stone Oak ES	Elementary School	0	10	10	5	4	0	29	110
012	Alternative HS	High School	0	10	10	5	2	0	27	112
117	Windcrest ES	Elementary School	0	10	10	5	0	0	25	113
145	Cibolo Green ES	Elementary School	0	10	10	5	0	0	25	113
148	Pre-K Academy at West Ave.	Pre-K	0	10	0	5	10	0	25	113
740	Chief Financial Officer	Business Services	0	20	0	5	0	0	25	113
741	Accounts Payable	Business Services	0	20	0	5	0	0	25	113
746	School Administration	Campus Administration	0	10	0	0	10	5	25	113
804	Learning Support Services	Instruction	0	10	0	5	10	0	25	113
805	Student Leadership	Campus Administration	0	10	0	5	10	0	25	113
852	NE Sports Complex	Campus Administration	0	10	10	5	0	0	25	113
906	Electronic & Print Services	Business Services	0	10	10	5	0	0	25	113
907	Mailing & Courier Services	Business Services	0	10	0	5	10	0	25	113

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908	Copier Services	Business Services	0	10	0	5	10	0	25	113
911	Technology Support	Business Services	0	10	0	5	10	0	25	113
912	Print Services	Business Services	0	10	10	5	0	0	25	113
930	Custodial Services	Operations	0	15	0	0	10	0	25	113
931	Engineering	Operations	0	15	0	0	10	0	25	113
935	Transportation North	Operations	0	15	0	0	10	0	25	113
996	PE & Health	Campus Administration	0	10	10	0	0	5	25	113
710	Textbooks	Business Services	0	10	0	0	10	0	20	131
836	Testing Services	Instruction	0	10	0	0	10	0	20	131
903	Transportation	Operations	0	15	0	5	0	0	20	131
913	Management Information Systems	Business Services	0	10	0	0	10	0	20	131
914	Network Services	Business Services	0	10	0	0	10	0	20	131
915	NEEC Complex	Operations	0	10	0	0	10	0	20	131
916	Broadway Complex	Operations	0	10	0	0	10	0	20	131
917	Data & Telecommunication Services	Business Services	0	10	0	0	10	0	20	131
743	Risk Management	Business Services	0	5	0	0	6	5	16	139
846	AVID - Secondary	Instruction	0	5	0	5	6	0	16	139
720	Internal Audit	Board of Trustees/Super.	0	0	0	0	10	5	15	141
738	Govt. Relations & Grant Development	Business Services	0	0	0	0	10	5	15	141
744	Grants Administration	Business Services	0	5	0	0	10	0	15	141
747	Budgeting Program Management	Business Services	0	5	0	0	10	0	15	141
749	Communications	Communications Services	0	5	0	0	10	0	15	141
802	Student Support Services	Campus Administration	0	5	0	0	10	0	15	141
806	Health Services	Business Services	0	5	0	0	10	0	15	141
807	Student Well-Being	Campus Administration	0	5	0	0	10	0	15	141
809	Curriculum and Instruction	Instruction	0	5	0	0	10	0	15	141
828	Special Education	Instruction	0	5	0	0	10	0	15	141
829	Teen Parenting	Campus Administration	0	5	0	0	10	0	15	141
844	Math - Elementary	Instruction	0	0	0	5	10	0	15	141
848	Area 4 Campus Administration	Campus Administration	0	0	0	0	10	5	15	141
910	Media Production	Communications Services	0	5	0	0	10	0	15	141
927	Risk Management - Employee Benefits	Business Services	0	15	0	0	0	0	15	141
932	Chief Operations Officer	Operations	0	0	0	0	10	5	15	141
934	Health Wellness & Security	Business Services	0	5	0	0	10	0	15	141
742	Records Management	Business Services	0	5	0	0	6	0	11	158
845	AVID - Elementary	Instruction	0	0	0	5	6	0	11	158
800	Chief of Schools and Leadership	Campus Administration	0	0	0	0	10	0	10	160
803	Chief Instructional Officer	Instruction	0	0	0	0	10	0	10	160
812	English Language Arts Reading - ES	Instruction	0	0	0	0	10	0	10	160
813	Pre-K	Instruction	0	0	0	0	10	0	10	160
814	English Language Arts Reading - MS	Instruction	0	0	0	0	10	0	10	160

Org #	Org Name	Category	Audit Request or Required 0-25	Fraud, Waste, or Abuse 0-25	Handling of Cash 0-20	Internal Controls 0-10	Prior Audit Coverage 0-10	Change in Personnel 0-10	Total (out of 100)	Rank
815	Social Studies - Elementary	Instruction	0	0	0	0	10	0	10	160
816	Math - Secondary	Instruction	0	0	0	0	10	0	10	160
817	Science	Instruction	0	0	0	0	10	0	10	160
818	English Language Arts Reading - HS	Instruction	0	0	0	0	10	0	10	160
819	State Compensatory Education	Instruction	0	0	0	0	10	0	10	160
820	Social Studies - Secondary	Instruction	0	0	0	0	10	0	10	160
821	Bilingual / ESL	Instruction	0	0	0	0	10	0	10	160
822	Gifted & Talented K-12	Instruction	0	0	0	0	10	0	10	160
823	World Languages K-12	Instruction	0	0	0	0	10	0	10	160
830	Homeless Program	Campus Administration	0	0	0	0	10	0	10	160
837	Dyslexia K-12	Instruction	0	0	0	0	10	0	10	160
840	Area 3 Campus Administration	Campus Administration	0	0	0	0	10	0	10	160
841	Area 2 Campus Administration	Campus Administration	0	0	0	0	10	0	10	160
842	Area 1 Campus Administration	Campus Administration	0	0	0	0	10	0	10	160
847	Response to Intervention (RTI)	Campus Administration	0	0	0	0	10	0	10	160
909	Audiovisual Services	Business Services	0	0	0	0	10	0	10	160
739	Finance	Business Services	0	5	0	0	0	0	5	181



# NORTH EAST

## INDEPENDENT SCHOOL DISTRICT

The NEISD Internal Audit Department Risk-Based Planning Model is based on six (6) risk factors. Each risk factor is assigned a specific point value, then all point values are combined to produce an overall risk score, maximized at 100 points. The higher the point value, the more risk that is associated with that particular risk factor. Internal Audit uses these risk factors in the Risk-Based Planning Model. These risk factors and their maximum point values are:

Risk Factors	Maximum Point Values
Audit Requested or Required	25 points
Likelihood of Fraud, Waste, and Abuse	25 points
Prevalence of Cash (Cash Handling)	20 points
Strength of Internal Controls	10 points
Prior Audit Coverage	10 points
Change in Key Personnel	10 points
<b>Overall Risk Factor Score</b>	<b>100 points</b>

Each auditable entity is given an overall risk score based on the sum of the points for each of the six risk factors. Auditable entities are ranked based on their overall risk scores, with the entities with the highest scores considered to have the most risk associated with their campus or department. For each of the auditable entities with mandatory audits listed in Section 6 of the Audit Plan, all six risk factors will be assigned the maximum point values.

## Risk Factors

### Audit Requested or Required

If an audit is required or if the Superintendent or a Division Chief requests an audit for one of the auditable entities, it will receive a score of 25 points. If the audit is not required or requested for an auditable entity, it will receive a score of zero points.

### Likelihood of Fraud, Waste, or Abuse

If an auditable entity is a very susceptible to fraud, it will receive a score of 25 points. If the auditable entity is somewhat susceptible to fraud, it will receive a score of 10-20 points. If the auditable entity's susceptibility to fraud is low, it will receive a score of 0-5 points.

### Prevalence of Cash (Cash Handling)

If an auditable entity handles a great deal of cash, it will receive a score of 20 points. If the auditable entity handles a moderate amount of cash, it will receive a score of 10 points. If an auditable entity handles little to no cash, it will receive a score of zero points.

### Strength of Internal Controls

If an auditable entity has no or weak internal controls, it will receive a score of 10 points. If an auditable entity has moderately strong internal controls, it will receive a score of 5 points. If an auditable entity has strong internal controls, then it will receive a score of zero points.

### Prior Audit Coverage

The following breakdown will be utilized to determine the points assigned to each auditable entity for their prior audit coverage:

# Years Since Last Audit	Points
0	0
1	2
2	4
3	6
4	8
5	10

### Change in Key Personnel

For this factor, key personnel are considered Director or above for a department, Principal or Bookkeeper for a campus. If an auditable entity had more than one key personnel leave, they will receive a score of 10 points. If an auditable entity only has one key personnel leave, they will receive a score of 5 points. If an auditable entity has no change in key personnel, they will receive a score of zero points.



# NORTH EAST

## INDEPENDENT SCHOOL DISTRICT

### Anti-Fraud Action Plan

#### Introduction

##### 1. Fraud Prevention and Detection

1.1 The most effective way for school districts to combat fraud begins with strong anti-fraud systems and controls to both prevent as well as detect fraud. Management is responsible for implementing procedures for the prevention and detection of fraud and creating an environment that ensures honest and ethical behavior. Issuance of *Statement on Auditing Standard (SAS) 99, Consideration of Fraud in a Financial Statement Audit*, changed the approach auditors take toward the detection of a material misstatement of financial information due to fraud. As a result, the systems and controls that North East Independent School District has in place become a focal point for audits. The school district needs to demonstrate an understanding of fraud risk factors affecting their organization, as well as mitigating controls to address those risks.

1.2 Fraud can range from minor employee theft and unproductive behavior to misappropriation of assets and fraudulent financial reporting. Material financial statement fraud can have a significant adverse effect on an entity's market value, reputation, and ability to achieve its strategic objectives. A number of highly publicized cases have heightened the awareness of the effects of fraudulent financial reporting and have led many organizations to be more proactive in taking steps to prevent or deter its occurrence. Misappropriation of assets, though often not material to the financial statements, can nonetheless result in substantial losses to an entity if a dishonest employee has the incentive and opportunity to commit fraud.

1.3 The risk of fraud can be reduced through a combination of prevention, deterrence, and detection measures. However, fraud can be difficult to detect because it often involves concealment through falsification of documents or collusion among management, employees, or third parties. Therefore, it is important to place a strong emphasis on fraud prevention, which may reduce opportunities for fraud to take place, and fraud deterrence, which could persuade individuals that they should not commit fraud because of the likelihood of detection and punishment. Moreover, prevention and deterrence measures are much less costly than the time and expense required for fraud detection and investigation.

1.4 NEISD's management has both the responsibility and the means to implement measures to reduce the incidence of fraud. The measures the district takes to prevent and deter fraud can help create a positive workplace environment that can enhance the district's ability to recruit and retain high-quality employees. The most effective way to implement measures to reduce wrongdoing is to base them on a set of core values that are embraced by the district. These values provide an overarching message about the key principles guiding all employees' actions and relate directly with NEISD's code of conduct policies. NEISD management needs to continuously emphasize to all employees that they will be held accountable to act within the district's code of conduct.

1.5 **This document is divided into two sections: Section I identifies measures that NEISD can implement to prevent, deter, and detect fraud. Section II addresses procedures to be followed in response to fraud detection.** It is intended to complement *CAA (Local) Fiscal Management Goals and Objectives: Financial Ethics*. It discusses these measures in the context of three fundamental elements. Broadly stated, these fundamental elements are (1) create and maintain a culture of honesty and high ethics; (2) evaluate the risks of fraud and implement the processes, procedures, and controls needed to mitigate the risks and reduce the opportunities for fraud; and (3) develop an appropriate oversight process. Although the entire management team shares the responsibility for implementing and monitoring these activities, with oversight from the Board of Trustees, the Superintendent does, in fact, support such measures. Without the Superintendent's active support, these measures would be less effective.

## Section I Fraud Prevention and Detection

### 2. Creating a Culture of Honesty and High Ethics

2.1 It is the responsibility of NEISD management to create a culture of honesty and high ethics and to clearly communicate acceptable behavior and expectations of each employee. Such a culture is based on a strong set of core values (or value system) that provides the foundation for how the district conducts its business. It also allows the district to develop an ethical framework that covers (1) fraudulent financial reporting, (2) misappropriation of assets, and (3) corruption as well as other issues. Creating a culture of honesty and high ethics should include the following:

#### 2.2 Setting the Tone at the Top

2.2.1 Directors, executive directors, principals, associate superintendents and the superintendent set the "tone at the top" for ethical behavior within NEISD. Research in moral development strongly suggests that honesty can best be reinforced when a proper example is set—sometimes referred to as the tone at the top. NEISD management cannot act one way and expect NEISD employees to behave differently.

2.2.2 In many cases, it is necessary for management to both behave ethically and openly communicate its expectations for ethical behavior because most employees are not in a position to observe management's actions. Management must show employees through its words and actions that dishonest or unethical behavior will not be tolerated, even if the result of the action benefits the district. Moreover, it should be evident that all employees will be treated equally, regardless of their position.

2.2.3 The cornerstone of an effective antifraud environment is a culture with a strong value system founded on integrity. This value system is currently reflected in NEISD's board policies dealing with a sound code of conduct.

### 2.3 Creating a Positive Workplace Environment

2.3.1 Research results indicate that wrongdoing occurs less frequently when employees have positive feelings about an entity than when they feel abused, threatened, or ignored. Without a positive workplace environment, there are more opportunities for poor employee morale, which can affect an employee's attitude about committing fraud. Factors that detract from a positive work environment and may increase the risk of fraud include:

- Top management that does not seem to care about or reward appropriate behavior
- Negative feedback and lack of recognition for job performance
- Perceived inequities in the district
- Autocratic rather than participative management
- Low organizational loyalty or feelings of ownership
- Unreasonable budget expectations or other financial targets
- Fear of delivering "bad news" to supervisors and/or management
- Less-than-competitive compensation
- Poor training and promotion opportunities
- Lack of clear organizational responsibilities
- Poor communication practices or methods within the district

2.3.2 The district's human resources department is instrumental in helping to build a corporate culture and a positive work environment. Human resource professionals are responsible for implementing specific programs and initiatives, consistent with management's strategies that can help to mitigate many of the detractors mentioned above. Mitigating factors that NEISD has developed and implemented to help create a positive work environment and reduce the risk of fraud include:

- Recognition and reward systems that are in tandem with goals and results
- Equal employment opportunities
- Team-oriented, collaborative decision-making policies
- Professionally administered training programs and an overall focus on career development

- Employees are given ample opportunity to obtain advice internally before making decisions that appear to have significant legal or ethical implications. They are encouraged and given the means to communicate concerns, anonymously if preferred, about potential violations of the district's code of conduct, without fear of retribution. In the NEISD a widely publicized "Fraud Hotline" serves this purpose.

## **2.4 Hiring and Promoting Appropriate Employees**

2.4.1 Each employee has a unique set of values and personal code of ethics. When faced with sufficient pressure and a perceived opportunity, some employees will behave dishonestly rather than face the negative consequences of honest behavior. The threshold at which dishonest behavior starts, however, will vary among individuals. If NEISD is to be successful in preventing fraud, it must have effective policies that minimize the chance of hiring or promoting individuals with low levels of honesty, especially for positions of trust. Within NEISD hiring and promotion procedures include:

- Conducting background investigations on individuals being considered for employment or for promotion to a position of trust
- Thoroughly checking a candidate's education, employment history, and personal references
- Incorporating into regular performance reviews an evaluation of how each individual has contributed to creating an appropriate workplace environment in line with the district's values and code of conduct
- Continuous objective evaluation of compliance with the district's values and code of conduct, with violations being addressed immediately

## **2.5 Confirmation**

2.5.1 Management needs to clearly articulate that all employees will be held accountable to act within the district's code of conduct. All employees within senior management and the finance function, as well as other employees in areas that might be exposed to unethical behavior (for example, all certified employees with budget authority are required to complete an online survey (i.e., conflict of interest) statement annually). This confirmation reinforces the district's policies on ethics and may deter individuals from committing fraud and other violations—thereby identifying problems before they become significant. Honest individuals are more likely to return their confirmations and to disclose what they know (including any conflicts of interest or other personal exceptions to the code of conduct). Thorough follow-up by the Director of Internal Audit can identify significant issues.

## 2.6 Discipline

2.6.1 The way NEISD reacts to incidents of alleged or suspected fraud will send a strong deterrent message throughout the district, helping to reduce the number of future occurrences. The following actions will be taken in response to an alleged incident of fraud:

- A thorough investigation of the incident will be conducted if appropriate
- Appropriate and consistent actions will be taken against violators
- Relevant controls will be assessed and improved
- Communication and training will occur to reinforce the district's values, code of conduct, and expectations

2.6.2 Expectations about the consequences of committing fraud will be clearly communicated throughout the district Board Policy CAA (Local) and various human resources policies. These policies clearly indicate that the district is committed to an environment of high ethical standards and integrity.

## 3. Evaluating Antifraud Processes and Controls

3.1 Neither fraudulent financial reporting nor misappropriation of assets can occur without a perceived opportunity to commit and conceal the act. Districts should be proactive in reducing fraud opportunities by (1) identifying and measuring fraud risks, (2) taking steps to mitigate identified risks, and (3) implementing and monitoring appropriate preventive and detective internal controls and other deterrent measures.

### 3.2 Identifying and Measuring Fraud Risks

3.2.1 Management has the primary responsibility for establishing and monitoring all aspects of the district's fraud risk-assessment and prevention activities. Fraud risks often are considered as part of an enterprise-wide risk management program, though they may be addressed separately. The fraud risk-assessment process should consider the vulnerability of NEISD to fraudulent activity (fraudulent financial reporting, misappropriation of assets, and corruption) and whether any of those exposures could result in a material misstatement of the financial statements or material loss to the district. In identifying fraud risks, districts should consider organizational, industry, and country-specific characteristics that influence the risk of fraud.

### 3.3 Mitigating Fraud Risks

3.3.1 It may be possible to reduce or eliminate certain fraud risks by making changes to the district's activities and processes. For example, the risk of corruption may be reduced by closely monitoring the district's procurement process. Unannounced visits by the Internal Audit staff have also proven to be a sound deterrent to fraud.

### **3.4 Implementing and Monitoring Appropriate Internal Controls**

3.4.1 Some risks are inherent in the environment of the entity, but most can be addressed with an appropriate system of internal control. Once fraud risk assessment has taken place, NEISD can identify the processes, controls, and other procedures that are needed to mitigate the identified risks. Effective internal controls will include a well-developed control environment, an effective and secure information system, and appropriate control and monitoring activities.

## **4. Developing an Appropriate Oversight Process**

4.1 To effectively prevent or deter fraud, NEISD has implemented several oversight mechanisms/processes. Overall oversight is the responsibility of the Internal Audit Department.

### **4.2 Board of Trustees**

4.2.1 The Director of Internal Audit identifies potential fraud risks to the Board of Trustees, annually, as part of the audit plan approval process. Active oversight by the Board of Trustees serves to reinforce management's commitment to creating a culture with "zero tolerance" for fraud.

### **4.3 Management**

4.3.1 Under NEISD policies and procedures, management is responsible for overseeing the activities carried out by employees, and typically does so by implementing and monitoring processes and controls such as those discussed previously.

### **4.4 Internal Auditors**

4.4.1 The Internal Audit Department also serves as a key oversight function. Internal Audit's knowledge about the district operations may identify indicators that suggest fraud has been committed. The *Standards for the Professional Practice of Internal Auditing* (IIA Standards), issued by the Institute of Internal Auditors, state, "The internal auditor should have sufficient knowledge to identify the indicators of fraud but is not expected to have the expertise of a person whose primary responsibility is detecting and investigating fraud." Internal auditors also have the opportunity to evaluate fraud risks and controls and to recommend action to mitigate risks and improve controls. Specifically, the IIA Standards require internal auditors to assess risks facing their organizations. This risk assessment serves as the basis from which audit plans are devised and against which internal controls are tested.

#### **4.5 Independent Auditors**

4.5.1 Independent auditors assist management and the Board of Trustees by providing an assessment of the district's process for identifying, assessing, and responding to the risks of fraud. The Board of Trustees maintains an open and candid dialogue with the independent auditors regarding management's risk assessment process and the system of internal control.

#### **4.6 Certified Fraud Examiners**

4.6.1 Certified fraud examiners (CFEs) assist the Board of Trustees with aspects of the oversight process either directly or as part of a team of internal auditors or independent auditors. Certified fraud examiners can provide extensive knowledge and experience about fraud that may not be available within a corporation. CFEs can provide more objective input into management's evaluation of the risk of fraud (especially fraud involving senior management, such as financial statement fraud) and the development of appropriate antifraud controls that are less vulnerable to management override.

## **SECTION II RESPONSE TO DETECTED FRAUD**

### **5. Introduction**

5.1 NEISD is committed to the highest possible standards of openness, honesty and accountability in all its affairs. It is determined to maintain a culture of honesty and opposition to fraud and corruption.

5.2 In line with that commitment, NEISD's Anti-Fraud Policy outlines the principles we are committed to in relation to preventing, reporting and managing fraud and corruption.

5.3 This fraud response procedure reinforces NEISD's approach by setting out the ways in which employees or members of the public can voice their concerns about suspected fraud or corruption. It also outlines how NEISD will deal with such complaints.

### **6. Implementation**

6.1 This plan is to be implemented where suspicions of fraud or corruption have been raised.

**Fraud** is defined as:

"The intentional distortion of financial statements or other records by persons internal or external to NEISD which is carried out to conceal the misappropriation of assets to the overall detriment of the organization or otherwise for personal illegitimate gain." Corruption of a political system or institution is exemplified when public officials seek illegitimate personal gain through actions such as bribery, extortion, cronyism, nepotism, patronage, graft, or embezzlement.

**Corruption** is defined as:

"The offering, giving, soliciting or acceptance of an inducement or reward, which may influence the action of any person".

6.2 Fraudulent or corrupt acts may include:

- **Systems Issues** - Where a process/system exists which is prone to abuse by either employees or the public, in general.
- **Financial Issues** - Where individuals or companies have fraudulently obtained money from NEISD.
- **Equipment Issues** - Where NEISD's equipment is used for inappropriate personal use.
- **Resource Issues** - Where there is a misuse of resources, (e.g. theft of materials)
- **Other Issues** - Activities undertaken by officers of NEISD which may be: unlawful; against NEISD's policies, falls below established standards or practices; or amounts to improper conduct.

6.3 This is not an exhaustive list. If you are in any doubt about the seriousness of your concern, advice and guidance can be obtained from the Internal Audit Director.

## 7. Safeguards

7.1 **Harassment or Victimization** - NEISD recognizes that the decision to report a concern can be a difficult one to make, not least because of the fear of reprisal from those responsible for the malpractice. NEISD will not tolerate harassment or victimization and will take action to protect those who raise a concern in good faith.

7.2 **Confidentiality** - NEISD will do its best to protect an individual's identity when he or she raises a concern and does not want their name to be disclosed. It must be appreciated that in certain situations, the investigation process may reveal the source of the information and a statement by the individual may be required as part of the evidence.

**7.3 Anonymous Allegations** - This policy encourages individuals to include their names with allegations. Concerns expressed anonymously are much more difficult to pursue if additional information or clarification is needed, and feedback to the person filing the concern is not always possible. Nevertheless, all complaints or concerns will be acted upon to ascertain legitimacy and implement needed oversight, when appropriate. Factors to be taken into account include: the seriousness of the issues raised; the credibility of the concern; and the likelihood of confirming the allegation from attributable sources.

**7.4 Untrue Allegations** - If an allegation is made in good faith, but it is not confirmed by the audit/investigation, no action will be taken against the originator. If, however, individuals make malicious or unfounded, harmful allegations, disciplinary measures could be imposed against the individual making the allegation.

## **8. Employee Actions**

**8.1** Employees are often the first to realize that there is something seriously wrong within NEISD. However, they may not express their concerns because they feel that speaking up would be disloyal to their colleagues or to NEISD. They may also fear harassment, victimization or retribution. In these circumstances, it may be easier to ignore the concern rather than report what may just be a suspicion. If an employee suspects wrongdoing or observes fraudulent activity, he/she should:

- Immediately notify his/her supervisor unless the supervisor is a suspect. In that case, use NEISD's Fraud Hotline (internet or telephone), which is intended to encourage and enable employees (and others) to raise serious concerns within NEISD, without fear of reprisal, rather than overlooking a problem or "blowing the whistle" to the media or other external sources.
- If the immediate supervisor substantiates the suspicions, he/she should elevate the concern to the director, executive director, campus principal or Director of Internal Audit, as appropriate.

**8.2** Internal Audit can be contacted by completing the NEISD internet on-line reporting form under the "Fraud Hotline" hyperlink or by telephoning (210) 805-5331, or by writing to: Internal Audit Director, Internal Audit Department, 8961 Tesoro Drive, 6th Floor, San Antonio Texas 78217. Either of these methods allow for anonymous reporting.

## **9. Public Actions**

**9.1** NEISD encourages members of the public who suspect fraud and corruption to contact the Internal Audit Director. The Fraud Hotline described in paragraph 8.2 is available to the public on the NEISD web page.

9.2 The Internal Audit Department operates independently of all other district processes and departments, and works to establish procedures with the following aims:

- Develop an anti-fraud culture
- Deter, prevent, detect and investigate fraud and corruption
- Take appropriate actions against those who commit or seek to commit some sort of fraud or corruption
- Obtain compensation for any losses to NEISD

## **10. How will allegations of Fraud or Corruption be dealt with by NEISD?**

10.1 For issues raised by employees or members of the public, the action taken by NEISD will depend on the nature of the concern. The matters raised may:

- Be investigated internally
- Be referred to the police

10.2 Within 10 working days of a concern being received, the Director of Internal Audit or designated officer will write to or contact (unless the complaint is anonymous) the complainant to:

- Acknowledge that the concern has been received
- Indicate how it proposes to deal with the matter
- Give an estimate of how long it will take to provide a final response
- Advise the complainant whether any initial inquiries have been made
- Advise the complainant about further investigations that will take place, and if not, why not

10.3 Where the loss is substantial, legal advice will be obtained. Legal advice will also be obtained about prospects for recovering losses, where the perpetrator refuses repayment. NEISD would normally attempt to recover costs in addition to losses.

10.4 NEISD respects the fact that those people who reported the alleged fraud or corruption need to be assured that the matter has been properly addressed. Thus, subject to legal constraints, they will receive information about the outcome of any investigation.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance & Accounting  
Susan Lackorn, Director  
Budget & Financial Analysis

Subject: Donations

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Based on Section 11.151(a) of the Texas Education Code, the trustees of the independent school district constitute a body corporate and in the name of the district may receive bequests and donations and other moneys or funds coming legally into their hands. In accordance with this section of the education code, the Board of Trustees is to officially receive all donations and designate that the funds be used in the manner specified by each donor.

#### **ADMINISTRATIVE CONSIDERATION**

First quarter donations totaling \$322,449 designated for the benefit of individual campuses are deposited into Campus Activity Funds for the designated campuses. First quarter donations totaling \$135,228 designated for the benefit of particular student groups are deposited into the Student Activity Fund account of the designated student groups. Donations designated as trust funds are deposited into a separate account in the SAF Web Application and invested accordingly. Cash donations for the benefit of the General Fund and other funds totaled \$4,442 for the quarter. Also, non-cash items donated during the first quarter of the '21 –'22 fiscal year included tools and materials donated by Fortitude Construction, a 1964 Thunderbird donated by George J. Mozakis to Auto Tech and a Rover Mobile Makerspace Table donated to Northern Hills Elementary by Haskell Education.

#### **BUDGETARY CONSIDERATION**

There are no budgetary considerations, because the donations are made to campus activity funds (special revenue funds), student activity funds (agency/trust funds) or the general funds that budgets revenue for miscellaneous donations during the budget process.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the North East Board of Trustees accept the donations made during the school year.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

Date	Campus	Description	Amount
<b>Q1 Campus Activity Funds</b>			
8/11/2021	001	Donations	750.00
8/18/2021	001	Donation	60.00
8/24/2021	001	Donation	32.00
8/25/2021	001	Valero Energy Foundation Donation	11,500.00
8/26/2021	001	Donation	60.00
8/26/2021	001	Donation	329.52
9/8/2021	001	Hour-a-thon Fundraiser	4,002.40
<b>001 Total</b>		<b>LEE HS</b>	<b>16,733.92</b>
8/12/2021	002	Donation	300.00
8/12/2021	002	Athletic Booster Club Donation	1,662.00
8/20/2021	002	Donation	75.00
8/25/2021	002	Robertson and Dullnig Donation	595.00
8/27/2021	002	Donations	600.00
8/27/2021	002	Donations	600.00
9/1/2021	002	Donations - WeFund4U	5,794.25
9/1/2021	002	Donations	1,290.00
9/1/2021	002	Donations from Spring Fundraiser	1,009.00
9/1/2021	002	Donation	200.00
9/8/2021	002	Douglas Sales Donations	11,133.30
9/9/2021	002	Donations	35.00
9/10/2021	002	Donation	30.00
9/24/2021	002	Donation	125.00
9/24/2021	002	Donation	70.00
9/30/2021	002	Snap Raise Donations	8,345.92
<b>002 Total</b>		<b>MacArthur HS</b>	<b>31,864.47</b>
7/30/2021	003	Donation	100.00
7/30/2021	003	Donation	250.00
7/30/2021	003	Donation	250.00
7/30/2021	003	Donation	250.00
8/3/2021	003	Trinity University-TSDN Fellowship	7,500.00
8/10/2021	003	Donations	2,239.00
8/13/2021	003	NEEF Grant 2021-Convocation	7,631.00
8/18/2021	003	5K Sponsor Donation	300.00
8/20/2021	003	Donation	1,000.00
8/24/2021	003	Charger Sports Assoc. Donation for Golf Tournament	2,368.38
9/1/2021	003	5K Donation	150.00
9/1/2021	003	5K Sponsor Donation	250.00
9/1/2021	003	Donation	2,250.00
9/9/2021	003	YourCause Donation	50.00
9/10/2021	003	5K Donation	250.00
9/10/2021	003	5K Donation	575.00
9/17/2021	003	Donation	150.00
9/17/2021	003	Donations	1,200.00
9/24/2021	003	Donations	750.00
9/24/2021	003	Donation	500.00
9/24/2021	003	Snap Raise Donations	13,217.30
9/29/2021	003	Adrenaline Donation	15,984.25

Date	Campus	Description	Amount
<b>003 Total</b>		<b>Churchill HS</b>	<b>57,214.93</b>
8/16/2021	004	Donation	250.00
8/25/2021	004	Donation	200.00
8/25/2021	004	Donation	514.35
9/2/2021	004	Hour-a-thon Fundraiser	1,025.00
9/2/2021	004	Doctor Donation for Physicals	1,294.00
9/8/2021	004	Hour-a-thon Fundraiser	18,532.55
9/8/2021	004	Valero Texas Open Ecology Work Donation	2,500.00
9/8/2021	004	Valero Texas Open Ecology Work Donation	2,500.00
9/8/2021	004	Valero Texas Open Ecology Work Donation	220.00
9/20/2021	004	Donations for Cross Country	2,876.00
<b>004 Total</b>		<b>Roosevelt HS</b>	<b>29,911.90</b>
8/18/2021	005	Donations for Sales Ads	350.00
8/23/2021	005	Donations	350.00
9/8/2021	005	Hour-a-thon Fundraiser	9,558.20
9/15/2021	005	Donations - WeFund4U	21,160.80
9/27/2021	005	Donation	500.00
<b>005 Total</b>		<b>Madison HS</b>	<b>31,919.00</b>
8/17/2021	007	Reagan Baseball Moms Donation	800.00
8/17/2021	007	Parent Donations	500.00
8/17/2021	007	Oak Ridge Associated Universities Donation	500.00
8/26/2021	007	Parent Donations	100.00
9/8/2021	007	Reagan Girls Track Donation	300.00
9/8/2021	007	Parent Donations	27,472.85
9/17/2021	007	Frost Bank Donation	600.00
9/17/2021	007	Parent Donations	4,685.45
9/23/2021	007	Parent Donations	11,510.65
9/27/2021	007	Parent Donation	250.00
<b>007 Total</b>		<b>Reagan HS</b>	<b>46,718.95</b>
9/29/2021	009	Yvette Pena Early Career Teaching Donation	1,000.00
9/29/2021	009	ISA Amigos Donation for Sophomore Trip	827.50
<b>009 Total</b>		<b>ISA</b>	<b>1,827.50</b>
8/19/2021	014	Valero Energy Foundation Donation	3,500.00
8/23/2021	014	Donation	2,000.00
9/9/2021	014	Donation	30.00
9/20/2021	014	Donation	100.00
<b>014 Total</b>		<b>Johnson HS</b>	<b>5,630.00</b>
8/20/2021	043	NEEF Donation for Mission to Mars Winner	100.00
9/24/2021	043	Donation	200.00
<b>043 Total</b>		<b>Krueger MS</b>	<b>300.00</b>
8/27/2021	044	Donation	100.00
9/16/2021	044	Outside Source Donation	1,000.00
<b>044 Total</b>		<b>Nimitz MS</b>	<b>1,100.00</b>
9/23/2021	048	Band Parent Donation	250.00
9/23/2021	048	Choir Parent Donation	50.00
9/23/2021	048	Band-a-thon Parent Donations	100.00
<b>048 Total</b>		<b>Bradley MS</b>	<b>400.00</b>
8/19/2021	049	Donations	9.00

Date	Campus	Description	Amount
<b>049 Total Driscoll MS</b>			<b>9.00</b>
8/13/2021	050	NEEF Grant 2021-Convocation	4,444.26
9/2/2021	050	Bulldog Festival Fundraiser Donations	615.00
9/8/2021	050	Bulldog Festival Fundraiser Donations	142.00
9/17/2021	050	Bulldog Festival Fundraiser Donations	473.00
9/21/2021	050	Bulldog Festival Fundraiser Donations	473.00
9/22/2021	050	Bulldog Festival Fundraiser Donations	142.00
<b>050 Total Bush MS</b>			<b>6,289.26</b>
9/2/2021	056	Parent Donation	100.00
9/29/2021	056	Donation for Water Bottle Fountain	1,100.00
<b>056 Total Tejada MS</b>			<b>1,200.00</b>
7/21/2021	101	Army Lodge 1105 Donation	750.00
<b>101 Total Castle Hills EL</b>			<b>750.00</b>
9/28/2021	102	Donation	200.00
<b>102 Total Coker EL</b>			<b>200.00</b>
8/13/2021	104	NEEF Grant 2021-Convocation	4,000.00
<b>104 Total Dellview EL</b>			<b>4,000.00</b>
9/21/2021	105	Oak Hills Church Donation for Needy Students	100.00
<b>105 Total East Terrell Hills EL</b>			<b>100.00</b>
9/21/2021	106	Donation	160.00
<b>106 Total Harmony Hills EL</b>			<b>160.00</b>
7/30/2021	108	Donation	3,000.00
7/30/2021	108	Donation for Book Vending Machine	500.00
9/29/2021	108	Donation for Book Vending Machine	200.00
9/29/2021	108	Donation for Watch Dogs	25.00
<b>108 Total Larkspur EL</b>			<b>3,725.00</b>
8/13/2021	109	NEEF Grant 2021-Convocation	29,973.00
<b>109 Total Northwood EL</b>			<b>29,973.00</b>
8/25/2021	118	Donation	1,000.00
<b>118 Total Camelot EL</b>			<b>1,000.00</b>
8/3/2021	120	Trinity University-TSDN Fellowship	7,500.00
<b>120 Total Regency EL</b>			<b>7,500.00</b>
8/13/2021	124	NEEF Grant 2021-Convocation	12,605.00
<b>124 Total Woodstone EL</b>			<b>12,605.00</b>
8/30/2021	125	Birthday Book Club Donations	315.00
9/3/2021	125	Birthday Book Club Donations	225.00
9/16/2021	125	Birthday Book Club Donations	30.00
9/16/2021	125	Birthday Book Club Donations	30.00
9/29/2021	125	Birthday Book Club Donations	45.00
9/29/2021	125	Birthday Book Club Donations	30.00
<b>125 Total Stahl EL</b>			<b>675.00</b>
8/19/2021	126	Grandparent Donation	250.00
<b>126 Total Thousand Oaks EL</b>			<b>250.00</b>
9/16/2021	128	PTA Donation	1,062.00
<b>128 Total Redland Oaks EL</b>			<b>1,062.00</b>
8/16/2021	129	Donation	60.00
9/20/2021	129	Donation	273.88
9/20/2021	129	Donation	30.00

Date	Campus	Description	Amount
9/20/2021	129	Donation	51.00
9/27/2021	129	Fundraiser Donations	80.00
<b>129 Total</b>		<b>Encino Park EL</b>	<b>494.88</b>
9/21/2021	131	Donation	80.00
<b>131 Total</b>		<b>Oak Meadow EL</b>	<b>80.00</b>
8/23/2021	133	Donation	3.30
<b>133 Total</b>		<b>Stone Oak EL</b>	<b>3.30</b>
9/8/2021	135	Blackbaud Donation	144.00
9/22/2021	135	Frankie Casseb Youth Literacy Club Donation	5,000.00
<b>135 Total</b>		<b>Huebner EL</b>	<b>5,144.00</b>
9/22/2021	136	Birthday Book Club Donations	2,010.00
<b>136 Total</b>		<b>Hardy Oak EL</b>	<b>2,010.00</b>
8/19/2021	142	Frontstream Donation	224.00
<b>142 Total</b>		<b>Bulverde Creek EL</b>	<b>224.00</b>
8/23/2021	143	Teacher Donation	176.00
8/23/2021	143	Parent Donation	500.00
9/28/2021	143	Big Give Donations	1,305.00
<b>143 Total</b>		<b>Wilderness Oak EL</b>	<b>1,981.00</b>
9/21/2021	144	PTA Donation	70.00
<b>144 Total</b>		<b>Tuscany Heights EL</b>	<b>70.00</b>
8/13/2021	145	NEEF Grant 2021-Convocation	2,694.92
<b>145 Total</b>		<b>Cibolo Green EL</b>	<b>2,694.92</b>
9/9/2021	147	Donations	212.25
9/30/2021	147	Parent Online Donations for Field Trips and Classroom Items	10,473.75
<b>147 Total</b>		<b>Vineyard Ranch EL</b>	<b>10,686.00</b>
8/13/2021	306	NEEF Grant 2021-Convocation	4,942.37
<b>306 Total</b>		<b>DATA @ White MS</b>	<b>4,942.37</b>
8/25/2021	408	Armed Forces Communications and Electronics Assoc. Donation	1,000.00
<b>408 Total</b>		<b>Engineering &amp; Tech Academy</b>	<b>1,000.00</b>
<b>Grand Total</b>		<b>Campus Activity Funds</b>	<b>322,449.40</b>

### Q1 Student Activity Funds

8/11/2021	001	Delta Kappa Donation	150.00
8/24/2021	001	Sports Network Donation	100.00
9/28/2021	001	Donation	110.00
<b>001 Total</b>		<b>LEE HS</b>	<b>360.00</b>
7/30/2021	002	SA CPA Continuing Education Foundation Donation	450.00
8/12/2021	002	Donation	5.00
8/16/2021	002	Donation	0.50
8/25/2021	002	Car Wash Fundraiser Donations	1,566.00
9/1/2021	002	Donations	1,103.00
9/10/2021	002	HQ BBQ Donation	450.00
9/30/2021	002	Snap Raise Donations	7,020.40
9/30/2021	002	Car Wash Fundraiser Donations	1,848.00
<b>002 Total</b>		<b>MacArthur HS</b>	<b>12,442.90</b>
7/30/2021	003	Band Parent Assoc. Donation	3,587.75
8/18/2021	003	Band Parent Assoc. Donation	1,007.00

<b>Date</b>	<b>Campus</b>	<b>Description</b>	<b>Amount</b>
8/24/2021	003	Snap Raise Donations	9,847.40
9/1/2021	003	Booster Club Donation	5,070.00
9/1/2021	003	Trinity Donation	250.00
<b>003 Total</b>		<b>Churchill HS</b>	<b>19,762.15</b>
9/13/2021	004	Parent Donation	500.00
<b>004 Total</b>		<b>Roosevelt HS</b>	<b>500.00</b>
8/11/2021	005	Madison FFA Boosters Donation	1,080.60
9/1/2021	005	Car Wash Fundraiser Donations	2,553.75
<b>005 Total</b>		<b>Madison HS</b>	<b>3,634.35</b>
7/29/2021	007	Parent Donation	3,344.00
7/29/2021	007	Parent Donation	4,086.00
7/29/2021	007	Los Tacos Gueros Donation	150.00
7/29/2021	007	Discount Tile Donation	150.00
7/29/2021	007	Champion Teamwear Donation	163.00
7/29/2021	007	Habanero's Group LLC Donation	250.00
7/29/2021	007	Schatz Orthodontics Donation	250.00
7/29/2021	007	Lucky Thread Donation	250.00
7/29/2021	007	Shipleigh Do-Nuts Donation	250.00
7/29/2021	007	Rialto Jewelry SA Corp Donation	250.00
7/29/2021	007	Hegart Investments LLC Donation	250.00
7/29/2021	007	Smokey Mo's BBQ Donation	250.00
7/29/2021	007	El Jarro De Arturo Inc. Donation	500.00
7/29/2021	007	Junior League of San Antonio Inc. Donation	2,000.00
8/17/2021	007	Junior League of San Antonio Inc. Donation	1,000.00
8/17/2021	007	Parent Donations	804.56
8/17/2021	007	Parent Donations	150.00
8/17/2021	007	Lopez M&J Transport Donation	150.00
8/17/2021	007	Marcos Pizza Donation	150.00
8/17/2021	007	Elite Karate Donation	500.00
8/17/2021	007	Ronald Reagan Spirit Club Donation	22,474.97
8/26/2021	007	Donations	19.00
8/26/2021	007	Loge Inc. Donation	300.00
8/26/2021	007	Parent Donations	200.00
8/26/2021	007	Ronald Reagan Spirit Club Donation	377.36
8/26/2021	007	Ronald Reagan Rattler Spirit Club Donation	7,546.98
9/8/2021	007	Donation	150.00
9/17/2021	007	Donation	2,500.00
9/17/2021	007	Trilogy Burger Bistro LLC Donation	700.00
9/23/2021	007	Ronald Reagan Rattler Spirit Club Donation	498.00
9/23/2021	007	Ronald Reagan Rattler Spirit Club Donation	264.00
9/23/2021	007	Ronald Reagan High School Theatre Booster Club Donation	3,000.00
9/27/2021	007	Law Office of Michael R De La Paz Donation	150.00
9/27/2021	007	Ronald Reagan Rattler Spirit Club Donation	372.00
9/27/2021	007	Ronald Reagan Rattler Spirit Club Donation	6,000.00
9/29/2021	007	4 Seasons Yogurt Company Donation	121.62
<b>007 Total</b>		<b>Reagan HS</b>	<b>59,571.49</b>
8/30/2021	009	Online Donations for Art Kits - August	117.10
9/30/2021	009	Online Donations for Art Kits - September	281.60

Date	Campus	Description	Amount
9/29/2021	009	Donation	569.48
<b>009 Total</b>		<b>ISA</b>	<b>968.18</b>
7/28/2021	014	Texas Assoc. for School Nutrition Donation to Color Guard	100.00
8/25/2021	014	Fast Track Urgent Care Donation	350.00
9/1/2021	014	Midway USA Foundation Grant	940.00
9/1/2021	014	Danzgear Donation for Dance Clinic	750.00
9/9/2021	014	Las Palapas Donation	500.00
9/9/2021	014	Donations for Dance Clinic	200.00
9/22/2021	014	Jurado Landscaping Donation	500.00
9/23/2021	014	Band Parent Assoc. Donation	13,050.00
9/24/2021	014	Snap Raise Donations	13,698.60
9/24/2021	014	Donation	75.00
9/24/2021	014	JHS Theatre Booster Club Donation	5,910.00
<b>014 Total</b>		<b>Johnson HS</b>	<b>36,073.60</b>
8/24/2021	050	Reagan HS Theatre Donation	500.00
<b>050 Total</b>		<b>Bush MS</b>	<b>500.00</b>
9/17/2021	101	Parent Donation	50.00
<b>101 Total</b>		<b>Castle Hills EL</b>	<b>50.00</b>
9/2/2021	104	Donations for Supplies for Students	140.00
<b>104 Total</b>		<b>Dellview EL</b>	<b>140.00</b>
7/1/2021	408	FIRST Robotics Team Regrant	1,000.00
9/17/2021	408	Donations	225.00
<b>408 Total</b>		<b>Engineering &amp; Tech Academy</b>	<b>1,225.00</b>
<b>Grand Total</b>		<b>Student Activity Funds</b>	<b>135,227.67</b>

<b>Total Activity Funds - 1st Quarter</b>	<b>457,677.07</b>
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**General Fund & Other**

7/30/2021	Northern Hills HOA Scholarship Donation - Madison HS	1,000.00
9/21/2021	Raisin' Cane's Donation for Athletics	3,000.00
9/30/2021	Donations for Student Lunches	442.05
<b>Grand Total</b>		<b>4,442.05</b>

<b>Total Cash Donations - All Funds 1st Quarter</b>	<b>462,119.12</b>
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**Non-Cash Donations**

7/1/2021	403	Erick Edward Lira - Painting	4,800.00
7/15/2021	127	Haskell Education - Rover Mobile Makerspace Table	8,092.00
7/15/2021	121	Office Depot - Gift Card	344.06
7/22/2021	138	Donors Choose - Flexible Seating & Sensory Items	689.58
7/23/2021	830	Leslie Croft Hodges - Backpacks for McKinney Vento	400.00
7/23/2021	830	San Antonio Parrot Head Club - School Supplies for McKinney Vento	300.00
7/23/2021	402	Fortitude Construction - Tools & Materials	5,000.00
8/9/2021	806	School Nurse, Inc. - Lunch for Nurses	448.65
8/12/2021	830	Mrs. Renee Wender - School Supplies for McKinney Vento	1,000.00
8/12/2021	830	San Antonio Dodge - School Supplies for McKinney Vento	4,000.00

<b>Date</b>	<b>Campus</b>	<b>Description</b>	<b>Amount</b>
8/15/2021	125	7to7 Dental - Walmart Gift Card	500.00
8/25/2021	Various	NEEF - 100 Office Depot Gift Cards for Teachers	7,500.00
8/30/2021	105	HEB Print Plant - School Supplies	250.00
9/7/2021	405	George J. Mozakis - 1964 Thunderbird	6,000.00
9/14/2021	830	Shippy Properties - School Supplies	300.00
9/14/2021	830	Rebekah Kmiecziak - Snacks for Food Pantry	200.00
9/15/2021	402	Joeris Construction - Plywood & Siding	1,231.77
9/27/2021	742	Office Source Ltd - Desk, Credenza & Lateral Files	3,500.00
Various	141	Steubing Ranch PTA Donations for '20-'21 School Year	10,800.00



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Dan Villarreal  
Valerie Rueda Executive Director  
Procurement & eCommerce

Subject: \$50,000 Purchases

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

#### **ADMINISTRATIVE CONSIDERATION**

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2021-2022, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2021-2022 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year.

By approving this consent item, each approved budgeted item will not have to be presented again, saving considerable time and resources.

#### **BUDGETARY CONSIDERATION**

The estimated expenditure amounts are budgeted in various District accounts which were approved at the Board of Trustees meeting on August 23, 2021. Funds being expended include general funds, bond funds, grant funds, special revenue funds, internal service funds and enterprise funds.

#### **ADMINISTRATIVE RECOMMENDATION**

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2021-2022.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ATTACHMENT**  
**BUDGETED PRUCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE**  
**NEISD BOARD MEETING NOVEMBER 8, 2021**

DEPARTMENT	VENDOR NAME	DESCRIPTION OF GOODS/SERVICES	BID COMPLIANCE	ESTIMATED EXPENDITURES 2021-2022	
FACILITY MAINTENANCE	AUTOMATIC FIRE PROTECTION	FIRE PROTECTION	11-20	\$125,000.00	
FACILITY MAINTENANCE	FIRE ALARM CONTROLS	FIRE PROTECTION	57-20	\$150,000.00	
FACILITY MAINTENANCE	FIRST SOURCE FIRE ALARMS	FIRE PROTECTION	57-20	\$305,000.00	
FACILITY MAINTENANCE	MEDINA VALLEY	FIRE PROTECTION	11-20	\$60,000.00	
CONSTRUCTION MANAGEMENT	ACC CONSULTING INC	CONSULTING SERVICES - BOND AUDITING	AWARDED ON MULTIPLE BIDS	\$290,000.00	
CONSTRUCTION MANAGEMENT	DBR ENGINEERING CONSULTANTS	ENGINEERING SERVICES	PROFESSIONAL SERVICES	\$425,000.00	*CONSTRUCTION IS ALSO BRINGING THIS VENDOR FOR \$390K, THE \$425K INCLUDES CONSTRUCTION AS WELL AS WHAT HAS ALREADY BEEN SPENT WITH THIS VENDOR THIS YEAR
ENGINEERING AND CONSTRUCTION MANAGEMENT	DEMUNBRUN SCARNATO ASSOCIATES	ARCHITECTURAL SERVICES	PROFESSIONAL SERVICES	\$315,000.00	*CONSTRUCTION IS ALSO BRINGING THIS VENDOR FOR \$120K, THE \$315K INCLUDES CONSTRUCTION, AS WELL AS ESTIMATED EXPENDITURES FOR ENGINEERING, IN ADDITION TO MONEY THAT HAS ALREADY BEEN SPENT WITH THIS VENDOR THIS YEAR 126
SCHOOL NUTRITION, FACILITY MAINTENANCE	1ST CHOICE RESTAURANT	KITCHEN EQUIPMENT AND SUPPLIES	AWARDED ON MULTIPLE BIDS	\$300,000.00	
TRANSPORTATION	ALL POINTS COMMUNICATIONS	RADIO SERVICE ON BUS	DIR CO-OP	\$156,000.00	
DISTRICT WIDE	AUSTIN VACUUM SA INC	CUSTODIAL SUPPLIES	BUYBOARD & RFP 57-20	\$247,000.00	
CURRICULUM AND INSTRUCTION	COMMUNITIES IN SCHOOLS	CONSULTING SERVICES	AWARDED ON MULTIPLE BIDS	\$875,000.00	
DISTRICT WIDE	HEAT TRANSFER SOLUTIONS INC	FACILITY MAINTENANCE SUPPLIES	AWARDED ON MULTIPLE BIDS	\$625,000.00	*CONSTRUCTION IS ALSO BRINGING THIS VENDOR FOR \$589,200, THE \$625K INCLUDES CONSTRUCTION AND PURCHASES MADE BY FACILITIES MAINTENANCE FOR THE YEAR
DISTRICT WIDE	INDECO SALES INC	CLASSROOM FURNITURE	AWARDED ON MULTIPLE BIDS	\$145,000.00	
CURRICULUM AND INSTRUCTION	KELLY HARMON AND ASSOCIATES	INSTRUCTIONAL MATERIALS AND SUPPORT	RFP 02-20	\$65,000.00	
SAFETY	RAPTOR TECHNOLOGIES LLC	SAFETY EQUIPMENT	RFP 126-18	\$55,000.00	
DISTRICT WIDE	SAFeway SUPPLY INC	FOOD AND CUSTODIAL PRODUCTS	AWARDED ON MULTIPLE BIDS	\$250,000.00	
DISTRICT WIDE	SCI ENTERPRISE, LLC	INSTALLATION OF EQUIPMENT	RFP #22-21	\$75,000.00	*CONSTRUCTION IS ALSO BRINGING THIS VENDOR FOR \$30K, THE \$75K INCLUDES CONSTRUCTION AND ANY OTHER PURCHASES MADE BY ATHLETICS

DEPARTMENT	VENDOR NAME	DESCRIPTION OF GOODS/SERVICES	BID COMPLIANCE	ESTIMATED EXPENDITURES 2021-2022	
CURRICULUM AND INSTRUCTION	SEIDLITZ EDUCATION LLC	INSTRUCTIONAL MATERIALS	RFP 34-18	\$65,000.00	
DISTRICT WIDE	TRANE	FACILITY MAINTENANCE SUPPLIES	AWARDED ON MULTIPLE BIDS	\$625,000.00	*CONSTRUCTION IS ALSO BRINGING THIS VENDOR FOR \$380,477.00, THE \$625K INCLUDES CONSTRUCTION, WHAT HAS ALREADY BEEN SPENT WITH THIS VENDOR, AND ESTIMATED EXPENDITURE FROM FACILITIES MAINTENANCE, OPERATIONS WAREHOUSE, AND TRANSPORTATION FOR THE REMAINDER OF THE YEAR
SPECIAL EDUCATION	PRESENCE LEARNING INC	TELE THERAPY - TELE ASSESSMENTS	REGION 20 PURCHASING CO-OP	\$250,000.00	
CURRICULUM AND INSTRUCTION	AGILE MIND EDUCATIONAL	CONSULTING SERVICES	OMNI PARTNERS CO-OP	\$60,000.00	
DISTRICT WIDE	FRONTLINE EDUCATION	INSTRUCTIONAL MATERIALS AND SUBSCRIPTIONS	ALLIED STATES PURCHASING CO-OP	\$275,000.00	
MATH/6-12	EXEMPLARS, INC.	STANDARDS-BASED PERFORMANCE ASSESSMENT AND INSTRUCTION MATERIALS	SOLE SOURCE	\$111,280.00	127
DISTRICT WIDE	CRAWFORD ELECTRIC	ELECTRICAL SUPPLIES	RFP 16-18, 30-21	\$175,000.00	*CONSTRUCTION IS ALSO BRINGING THIS VENDOR FOR \$110,120, THE \$175K INCLUDES CONSTRUCTION AS WELL AS ESTIMATED EXPENDITURE FROM BOTH FACILITIES MAINTENANCE AND THE OPERATIONS WAREHOUSE
ENGINEERING AND CONSTRUCTION MANAGEMENT	WISS JANNEY ELSTNER ASSOCIATES, INC	DISTRICT WIDE ROOF SURVEY	PROFESSIONAL SERVICES	\$120,000.00	



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: November 8, 2021

Presenter: Anthony J. Mitchell  
Garrett Sullivan  
Executive Director, CM&E  
Josué D. Burguete – District Architect

Subject: Professional Services Contracts, Construction Contracts, and Related Contract Amendments Supporting the 2015 Bond Program and M&O Funded Program      Related Page(s): Attachment

## **CONSENT ITEM**

### **BACKGROUND INFORMATION**

The Board of Trustees approved the appointment of Principal Consultants for the 2015 Bond Program on Feb. 8, 2016. Bond projects require supporting professional services contracts to perform: (1) architectural and landscape architectural services; (2) acoustical, civil, code review, fire protection, food service, mechanical-electrical-plumbing, roofing, and structural engineering services; (3) technology services; (4) geotechnical investigations; (5) material testing services; (6) test-balance-commissioning services; and (7) post-construction investigative reviews.

### **ADMINISTRATIVE CONSIDERATION**

These professional services contracts, construction contracts, and related contract amendments support the development and construction of approved projects included in the 2015 Bond Program and M&O funded program. Contracts and contract amendments exceeding \$50,000.00 in value must be approved by the Board of Trustees.

### **BUDGETARY CONSIDERATION**

Funding for these professional services contracts, construction contracts, and related contract amendments are included in the 2015 Bond Program and M&O Program.

### **RECOMMENDATION**

It is recommended for the Board of Trustees to approve the Professional Services Contracts, Construction Contracts, and Related Contract Amendments in support of the 2015 Bond Program and M&O funded program (see Attachment). It is further recommended for the Board of Trustees to grant the Superintendent, the Chief Operations Officer, the Executive Director of Construction Management and Engineering authority to execute the contracts.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

ATTACHMENT

**PROFESSIONAL SERVICES CONTRACTS, CONSTRUCTION CONTRACTS, AND RELATED CONTRACT AMENDMENTS  
2015 Capital Improvement Bond Program - November 8, 2021**

Program	Project	Consultant or Construction Contract Award Date	Description of Service and/or Bid Delivery Method	Professional Services Consulting Firm or General Contractor or Service Vendor	Original Contract Value (Board Award)	Current Contract Value	Contract Amendment	New Contract Value
2015 Bond	High School Security Fencing Upgrade / Project 9.2	8-Nov-2021	Madison AgriScience Exit Gate NEISD Bid # 57-20	Liberty Fence & Supply, LLC	\$ 8,250.00	\$ 8,250.00	\$ -	\$ 8,250.00
2015 Bond	CTE Institute of CyberSecurity and Innovation Project 9.13	14-Jun-2021	Additional Architectural Services NEISD RFQ # 35-16	KNRG Architecture	\$ 50,000.00	\$ 72,209.08	\$ 5,000.00	\$ 77,209.08
2015 Bond	Campus Security Maintenance Agreement Project 8.5	9-Dec-2019	Provide 12-Month Maintenance Services for Security Cameras and Access Control Card Readers District-Wide to Maintain System NEISD Bid # 22-21	DHS Security LLC DBA 3Sixty Integrated	\$ 325,000.00	\$ 325,000.00	\$ 171,500.00	\$ 496,500.00
2015 Bond	Hidden Forest ES Gym Replacement and Cafeteria & Admin Expansion Project 5.9	8-Nov-2021	Erosion control improvements for sloped grading NEISD Bid #22-21	CGC, LLC	\$ 2,184.00	\$ 2,184.00	\$ -	\$ 2,184.00
2015 Bond	L. E. E. Fine Arts Additions and Renovations Project 5.13	8-Nov-2021	Fabrication and installation of guardrails NEISD Bid #22-21	Waterman General Contractors, LLC	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
2015 Bond	Krueger Middle School Campus Replacement Plan Phase I Project 5.3	8-Nov-2021	Engineering Services Professional Services	Intertek PSI	\$ 4,800.00	\$ 4,800.00		\$ 4,800.00
<b>2015 Bond Program Contract Adjustments (This Period)</b>					<b>\$ 395,234.00</b>	<b>\$ 417,443.08</b>	<b>\$ 176,500.00</b>	<b>\$ 593,943.08</b>
699 Fund	L. E. E. High School Baseball Batting Cage	8-Nov-2021	Install batting cage and hitting station at campus NEISD Bid # 22-21	SCI Enterprise, LLC	\$ 30,280.00	\$ 30,280.00	\$ -	\$ 30,280.00
699 Fund	L. E. E. High School Baseball Batting Cage	8-Nov-2021	Engineering Services Professional Services	Intertek PSI	\$ 2,382.00	\$ 2,382.00	\$ -	\$ 2,382.00
699 Fund	Las Lomas Window Remediation Phase 2	8-Nov-2021	Install new sealant and flashing at 21 windows. NEISD #57-20	Bulverde Glass, Inc	\$ 19,130.00	\$ 19,130.00	\$ -	\$ 19,130.00
<b>Construction Management and Engineering Department Fund 699 Contract Adjustments (This Period)</b>					<b>\$ 51,792.00</b>	<b>\$ 51,792.00</b>	<b>\$ -</b>	<b>\$ 51,792.00</b>
282 ESSER	Madison High School Chiller Replacement / Project E21.02	8-Nov-2021	500-ton chillers (equipment only) BuyBoard # 631-20	Heat Transfer Solutions	\$ 589,200.00	\$ 589,200.00	\$ -	\$ 589,200.00
282 ESSER	District Unit Ventilator Replacement Bid - Package A / Project E21.05A	8-Nov-2021	Engineering & Design Services Professional Services	MS2 Consulting Engineers, Inc	\$ 350,000.00	\$ 350,000.00	\$ -	\$ 350,000.00
282 ESSER	District Unit Ventilator Replacement Bid - Package B / Project E21.05B	8-Nov-2021	Engineering & Design Services Professional Services	DBR Engineering, Inc	\$ 390,000.00	\$ 390,000.00	\$ -	\$ 390,000.00
282 ESSER	District Unit Ventilator Replacement Bid - Package C / Project E21.05C	8-Nov-2021	Engineering & Design Services Professional Services	Cleary Zimmerman Engineering, Inc	\$ 300,000.00	\$ 300,000.00	\$ -	\$ 300,000.00
282 ESSER	Pre-K Academy @ West Ave Unit Ventilator and Window Replacement / Project E21.01	23-Aug-2021	Architectural, Engineering and Design Services Professional Services	Demunbrun Scarnato Associates, Inc	\$ 20,000.00	\$ 20,000.00	\$ 100,000.00	\$ 120,000.00
282 ESSER	Madison High School Chiller Replacement / Project E21.02	8-Nov-2021	Engineering & Design Services Professional Services	MEP Engineering, Inc	\$ 160,000.00	\$ 160,000.00	\$ -	\$ 160,000.00
282 ESSER	Madison High School Chiller Replacement / Project E21.02	8-Nov-2021	Electrical Switch Board (Equipment and Delivery) NEISD Bid # 57-20	Elliott Electric Supply	\$ 102,840.00	\$ 102,840.00	\$ -	\$ 102,840.00

ATTACHMENT

**PROFESSIONAL SERVICES CONTRACTS, CONSTRUCTION CONTRACTS, AND RELATED CONTRACT AMENDMENTS  
2015 Capital Improvement Bond Program - November 8, 2021**

Program	Project	Consultant or Construction Contract Award Date	Description of Service and/or Bid Delivery Method	Professional Services Consulting Firm or General Contractor or Service Vendor	Original Contract Value (Board Award)	Current Contract Value	Contract Amendment	New Contract Value
282 ESSER	Pre-K Academy @ West Ave Unit Ventilator and Window Replacement / Project E21.01	8-Nov-2021	Unit Ventilators (Equipment and Delivery) BuyBoard # 631-20	Trane U.S. Inc.	\$ 380,477.00	\$ 380,477.00	\$ -	\$ 380,477.00
		Elementary and Secondary School Emergency Relief III - 282 Fund (This Period)			\$ 2,292,517.00	\$ 2,292,517.00	\$ 100,000.00	\$ 2,392,517.00