



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 December 13, 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. Senior Director for Risk Management, Benefits and Health Services

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

B. Discussion Regarding Use of Security Devices and Personnel Pursuant to Government Code Section 551.076

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

1. Pending and/or Possible Litigation

III. RECONVENE INTO OPEN SESSION

IV. WELCOME FROM THE BOARD PRESIDENT

V. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Johnson High School

Presenter: Gary Comalander, Principal

VI. MATTERS FROM THE FLOOR

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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

XIII. ADJOURNMENT

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 10th day of December, 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.

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: December 13, 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: December 13, 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: December 13, 2021

Presenter: Sean Maika
Deb Caldwell, Executive
Director, External Relations

Subject: Adoption of Maps for
Single Member Districts

Related Page(s): Attachment

ACTION ITEM

BACKGROUND INFORMATION

The North East Board of Trustees is comprised of seven members who are elected from seven single member districts (SMD). According to Education Code Section 11.052 and Board Policy BBB (Legal), a board shall redivide a district into the appropriate number of trustee districts if the census data indicates that the population of the most populous district exceeds the population of the least populous district by more than 10 percent.

According to data from the 2020 Census, NEISD's most populous SMD and least populous SMD currently have a deviation of 25.5 percent; therefore, District staff created two proposals for new SMD maps to meet the requirements in the Education Code and considerations of the Board. Those two proposals were made available to the community through three public meetings and on the District's website at neisd.net/redistricting. Community members were invited to provide feedback on their preferences through a survey.

ADMINISTRATIVE CONSIDERATION

New SMD maps must be adopted by February 6, 2022, 90 days before the May 7, 2022 election.

BUDGETARY CONSIDERATION

None

ADMINISTRATIVE RECOMMENDATION

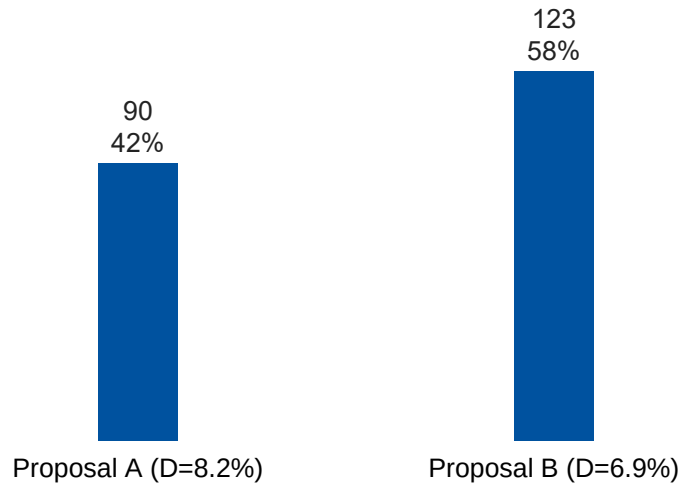
Adopt SMD maps by January 19, 2022 or no later than February 6, 2022.

BOARD ACTION REQUIRED

Approval/Disapproval

Which proposal do you prefer? *

217 Responses



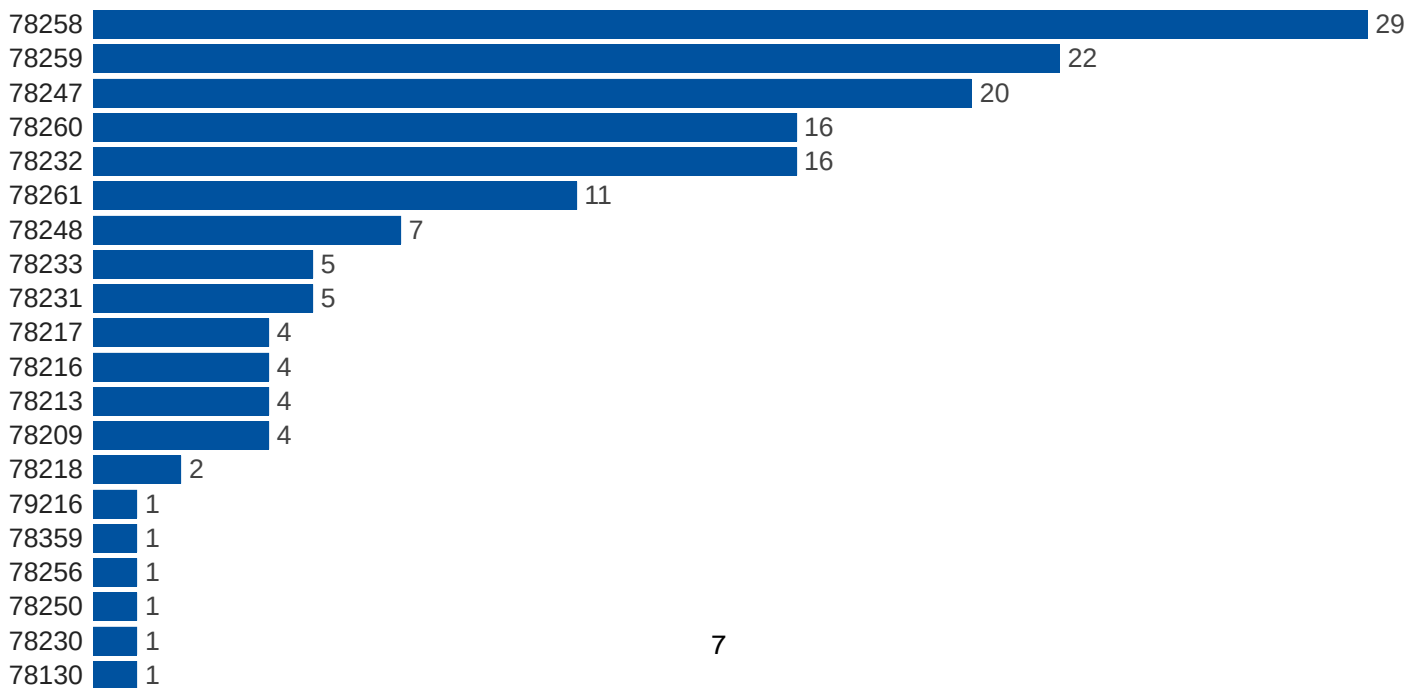
* **Three** responses from the Proposal A tally & **one** response from the Proposal B tally were removed because comments indicated “do not like any” proposal, or some variation of that. The individual comments removed from the tallies are highlighted later in this report.

Are you a resident of North East ISD?



What is the zip code of your residence?

155 Responses



Why do you prefer Proposal A?

69 Responses

* **Three** responses from the Proposal A tally were removed because comments indicated “do not like any” proposal, or some variation of that. The individual comments removed from the tally are **highlighted** below:

While higher deviation, more compact districts that appear less gerrymandered and appear to keep communities of interest together

Because Proposal A seems to be separated evenly.

It looks more compact and contiguous.

MacArthur has the lowest enrollment of any high school and should be 5A. It's ridiculous to pin them against Johnson and Reagan and Churchill.

It makes more sense

Option B is clearly designed to capture Sandy Winkley's address. Dirty politics at its best.

My preference is A

Includes more like area properties. The changes put my house in with properties in lower social economic area. At least A keeps more of my zip code in it

It looks as if the boundary is taking less of inside loop 1604.

Division lines looked cleaner

Simpler map, easier to know where one district ends and the next begins.

Keeps my subdivision/neighborhood in the same district instead of splitting it up.

Boundaries are easier to follow, not so jagged

Because it doesn't split the neighborhood of Knollcreek.

More balanced

Cleaner borders

Due to where I live

I don't think that the areas south of Loop 1604 have the same concerns as the people who live north of 1604, and this map best allows the people south of the loop to work together.

I don't like either proposal. However, I had to vote for one in order to make a comment. I think the obvious growth will be in the northern districts (North of the 1604, east and west of the 281). In ten years I suspect those areas will be higher populated and thus throw off the balance significantly. I don't think either of these plans took that into consideration.

This proposal seems to be a better balance.

Member districts

The neighborhoods seem to be better included with their locations, no strange areas jutting out of the maps.

Why do you prefer Proposal A?

It seems the least change.

I'm in district 5. I think proposal B, with district 5 extending pretty far down 281, is a big change. That is starting to be a different demographic of the city that probably have different needs than the rest of district 5. My sons attend DATA and seeing the needs of some of the students has been eye opening. I wouldn't want a lower income demographic to lose their voice on the school board because it's drowned out by a wealthier population.

No reason

Would help if the population numbers were on each page of the maps.

The areas that are covered make more sense to me.

It looks like it would make the districts more level.

Closer aligned to HS boundaries

The boundaries are more clear and it makes more sense.

Of the 2 poor options A seems the best. I don't understand why you don't have a option to select that you don't like any. Also, it is clear that in Option B the lines were drawn to make sure Sandy Winkley's address was within the lines-just barely.

Less encroachment.

More defined lines for my home campus.

The zone in which I live and work in would be the same

Expands District 1 to include "like" schools. Keeps the schools just inside 1604 in District 7.

Look more in line

The SMD boundaries appear more straight forward

I felt like the District layout for the airport was not a broken up and as a result, some of the other north-eastern borders seemed more aligned with their locations. (With the exception of 7.)

Both proposals keep me in the same single member district. I am fine w/ either one.

less gerrymandering

I think it is a representation of our communities.

Our residence will not change districts.

It keeps the districts more geographically together.

The boundary changes appear to make sense based on major roadways.

The districts seem more concise/self-connected (minimum bounding box) which is how I think districts should be done. Not long narrow ones, with various branches out from it in order to include a certain area or not.

Why do you prefer Proposal A?

Travel for students newly zoned to Johnson will be minimized with Proposal A.

This proposal is better for my family and I.

It seems to have a clearer distinction of boundaries and makes more sense

just think these division lines are better

I think while we are redistricting, we should be more thorough than either proposal A or B. Current districting lines look like gerrymandering and the current proposals do not address the extremely rapid growth occurring with the construction boom in apartments, primarily in Districts 5 and 6. A new proposal should be added that cuts Districts 5 and 6 both off at 1604, and addresses the fact that Reagan is by far the largest high school and continues to grow and will soon not be able to accommodate its students--they already use portable classrooms, have class sizes well over 30, and have MASSIVE traffic problems so buses are constantly late arriving to school because the middle and high schools in this cluster are over-enrolled.

Area along 1604 would all belong to the same member and further inside is more similar

The borders makes more sense.

This seems to provide more neighborhood-driven representation, as opposed to an arbitrary dividing line. While I understand that this redistricting does not impact school attendance zones, this would allow my representative to speak for more people at my children's school.

Organization and layout

The shape looks more round rather than having an "arm" sticking out in a different direction.

I feel that people living in close proximity are more likely to share similar cultural background that may affect decisions on the neighborhood schools. Also, I work in a school district and would like to consider the possibility to apply to be a trustee in the future and representing a school with family ties would be a honor. I am sad that Bradley MS will no longer be part of district 7 (my kids will be attending Bradley). I would like to at least have Thousand Oaks Elementary within district 7 (Thousand Oaks is the Elementary assigned to my address, although my kids currently attend Coker as a choice school since they are in the dual language program). I would like to request proposal maps showing the schools. The provided maps do not include schools and I believe the decision would be best considered if the advertised maps include schools. I overlapped my district in a map that I would like to share with the district for this vote. I will send it in an email. Thank you!

The lines are cleaner and it looks easier to understand.

Proposal B extends section 6 even further. This district is already over-populated in the schools.

More information needed to make an informed decision.

Closer to current map

It looks better. Lol

Areas seems "cleaner" and encompasses areas together more seamlessly.

Lines make more sense geographically

Why do you prefer Proposal A?

Proposal A has less snaking for districts 1 and 5.

Less change from where we are at this point in time. Affects less students going on future years.

It looks like the cleanest cut of boundaries.

It appears to be less gerrymandered.

It looks like districts are more uniform and less hodge podge

Why do you prefer Proposal B?

98 Responses

* **One** response from the Proposal B tally was removed because a comment indicated “do not like any” proposal, or some variation of that. The individual comment removed from the tally is **highlighted** below:

deviation is less

My preference for Proposal B is the deviation is much lower than Proposal A.

It has less deviation in population between districts. It is hard to tell with looking up particular addresses on the interactive map and I would like a more detailed analysis, but it appears to be the more equitable distribution with more regularly drawn areas. I prefer areas are not drawn to purposefully group wealthy and low income neighborhoods separately.

Since I live in Windcrest we are affected the same on both Proposals with the slight variation just east of I 35. I really don't know how this will ultimately affect my Single Member District. We are in the Roosevelt cluster and always feel looked down upon and or forgotten by the rest of the district.

Seems to even the districts out a bit more reasonably

Appears to more closely align similar neighborhoods and areas of the school district, allowing trustees to better represent their constituency

smaller deviation

Seems more equitable based on similar populations, needs, desires

Lower deviation which would prevent future re districting

Lower deviation

I like how it keeps the district boundaries near 281 together. Prop A does a snake thing to include parts that go next to 281.

More proportionate

Less of a deviation

Lower deviation

Less deviation now would hopefully lead to a longer period before we have to redistrict again.

Smaller deviation percentage- less likely to need a change in the near future

I think having a smaller deviation is logical.

I prefer Proposal B because I'd like to be in district 5. My address falls in different districts based on the two different proposals.

Lower percentage

It seems to be more equal in numbers across the various districts.

Not sure.

Why do you prefer Proposal B?

I prefer Proposal B because it makes the districts more balanced.

Appearance-wise, I believe this is the more "even" proposal, statistically and visually.

It has the lower percentage and therefore will stay in effect longer.

The lines drawn seem more equal

Less deviation, seems like a good balance.

Decreases the deviation more than A

Less deviation

The deviation is lower.

Better plan for my family

Smaller deviation

Logistics

Lower deviation

less deviation and less chance for future redistricting based on growth in proposal a

I'm thinking that the option with a smaller variance will forestall future redistricting efforts.

Lower deviation of population and better defined districts.

smaller deviation

It's a moderate change.

The district for Johnson, Madison, and Mac don't look so strange.

This proposal seems to be more distributed.

Looks reasonable to me.

Less of a deviation as boundaries for district 2 make more sense.

I thought it serviced those areas closer to the inner loop schools better.

Lower deviation, more of an even spread of population around each member districts.

less deviation

The spread of many zones allows for different points of views within the same zone.

Look like lower deviation achieved

Why do you prefer Proposal B?

Lower deviation.

less change

Deviation

Change is spread out amongst more districts.

Looks most accurate for our clustered Board Member.

This will keep me in my current district.

More symmetrical as District lines should. And would add more conservatives to my district!!

Less deviation, and my home (78260) is closer to zone 6 in proposal B than A.

The deviation between the most and least populous districts is smaller in Proposal B.

It seems to be the most evenly distributed and there's less deviation.

Areas look better balanced and it's only a 7% deviation which gives more room for new growth.

There is an even distribution of total population per district as identified by the 6.9% deviation.

6.9% is well under the 10% rule as established by the State. Either way, my residence will stay with district 7.

It evens the distribution

I think the zone 7 should extend to 1604

It looks like district 2 and 3 include more Northern areas than A.

More equitable spread of population.

The deviation is smaller, which seems to imply a more equitable outcome.

Less deviation

Less of an impact on the community. Equitable boundaries.

it picks up an area most like my district

fewer families effected

lower deviation rate.

Less deviation.

The deviation is not as great

It closes the range of deviation to a more equitable outcome

Why do you prefer Proposal B?

I am actually disappointed that neither proposal addressed more of District 6. I am not pleased with the trustee who represents my area. He does not appear to have NEISD's best interest at heart, but is working to fulfill his own personal agenda.

Allows for growth

I selected proposal B because it gives the best opportunity for equal representation across each district.

It would be the most fair and as there are right wing weirdos here that are not adequately serving the students, most obviously the uninformed members that blame the pandemic and Delta on overweight children. Clearly as Delta came from India, well known for overweight children. Please do far better. Special Education is appalling. Historical revisionists are disturbing. Uneducated medical suggestions are sad, for everyone. How is this district rated so highly? NEISD children and staff deserve so much better.

The variance between districts is smaller and the divisions seem to make more sense to me.

I feel it is more equitable

More information is needed to make an informed decision.

smaller deviation, clearer lines drawn along major highways, natural breaks in the landscape.

Less deviation in the different areas

This map holds to a North "Central" location instead of venturing to the east

The deviation is the least of the two proposals. To be honest, it's time for an 8th trustee based on the ongoing inequities even with the new redistricting proposals. An 8th trustee would offer better representation to the communities served by the NEISD Board of Trustees. What would it take to add an 8th trustee?

The deviation is 6.9% which allows room for growth between now and the next census. With the amount of growth that is occurring north of 1604, the district will reach a deviation above 10% quicker if proposal A is selected.

Should make the switch to the lowest deviation level. And this seems the most equitable.

Seems more cohesive

Smaller percentage

5 and 6 should come further south of 1604

The numbers are more even across the board when looking at population status. On proposal A district 4 will be unproportionate to the other districts. Being in district 4 that is not ideal for our area.

Deviation is smaller

I don't prefer either option. I do not believe these slight changes you are proposing actually get the districts within the maximum 10% population difference. More work needs to be done!

Smaller deviance between districts, more equitable

Why do you prefer Proposal B?

1) The deviation is smaller, and 2) it reduces the # of trustees (3 instead of 4) who have to contend with any issues related to Hwy 281. I don't know exactly if this is an issue, but I would imagine that transportation issues that involve 281 can get complicated.

The difference in percentage population looks more balanced in proposal B

I believe in there being as fair a distribution of population among districts as possible. I especially like that either proposal puts me in a new district as my current Board member is a rightwing nutjob.

More democratic

It's more fair.



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 13, 2021

Presenter: Aubrey Chancellor
Brooke Pate, Volunteer
Resource Manager

Subject: Mentor Month

Related Page(s): Resolution

ACTION ITEM

BACKGROUND INFORMATION

The month of **January 2022** has been designated as ***National Mentor Month***. Mentors represent business leaders and employees from large and small businesses, community leaders, community volunteers, parents, neighborhood volunteers, and seniors who support the North East Independent School District's programs. These Partners in Education provide mentoring for students of all levels, kindergarten through twelfth grade, to provide many opportunities to learn skills, succeed academically, acquire knowledge, and make wise choices.

ADMINISTRATIVE CONSIDERATION

It is recommended that the Board of Trustees of the North East Independent School District approve the attached resolution recognizing **January 2022** as ***Mentor Month***.

BOARD ACTION REQUIRED

Approval/Disapproval

Resolution

Recognition of North East Independent School District

MENTOR MONTH

Whereas, NEISD students benefit greatly when community, business, and parent Partners in Education actively participate in children's intellectual, emotional, and social growth by supporting them; and

Whereas, these unique Partners provide mentors for students of all levels, kindergarten through twelfth grade, with many opportunities to learn skills, succeed academically, acquire knowledge, and make wise choices; and

Whereas, these mentors represent local business leaders and employees from large and small businesses, community leaders, community volunteers, parents, neighborhood volunteers, and patrons that support the North East Independent School District's programs; and

Whereas, mentors work to positively impact students by social and career mentoring; job shadowing; tutoring; serving at-risk students; promoting a drug-free environment; encouraging athletics and the arts; assisting educators; and showing children that they care about their education; and

Whereas, these mentors, together with school teachers and administrators, create a great learning environment in our school district,

Members of the Board, because of the efforts of all our Mentors & Volunteers. I am asking for your support of the mentor month resolution.

NOW, THEREFORE, BE IT RESOLVED that we, the Board of Trustees of the North East Independent School District, do hereby proclaim January 2022 as:

MENTOR MONTH

BE IT FURTHER RESOLVED that all students and personnel are urged to support and commend these outstanding volunteers for their continued contributions to educational excellence in the North East Independent School District.


Secretary, Board of Trustees


President, Board of Trustees

December 13, 2021



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 13, 2021

Presenter: Sean Maika

Superintendent of Schools

Subject: School Board Recognition
Month-January

Related Page(s): Resolution

ACTION ITEM

BACKGROUND INFORMATION

Historically, the Board adopts resolutions to emphasize and publicize events of special importance to the District. January 2022 is School Board Recognition Month. It is a time to focus on the crucial role our elected Board of Trustees plays in our schools and community. They are extraordinary people who voluntarily tackle the enormous job of governing our school district. Their actions and decisions affect the present and future lives of our students.

Recognizing our board members for their hard work and commitment to improving student outcomes takes a combined effort on the part of all those they serve. Although showing appreciation should be a year-round process, taking advantage of the designated School Board Recognition Month in January assures that these important people receive some of the thanks they deserve.

ADMINISTRATIVE RECOMMENDATION

North East Independent School District is honored to celebrate its trustees for their dedication and commitment to the District's staff, students, employees and community members. A resolution recognizing these individuals respectfully recommends their approval proclaiming January 2022 as *School Board Recognition Month*.

BOARD ACTION REQUIRED

Approval/Disapproval

RESOLUTION

NORTH EAST INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

December 13, 2021

WHEREAS, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students; and

WHEREAS, local school board members are responsible for ensuring the structure that provides a solid foundation for our school system; and

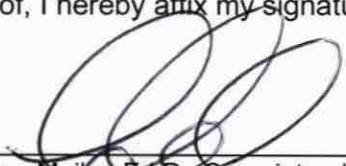
WHEREAS, local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW, THEREFORE, I, Sean Maika, do hereby declare my appreciation to the members of the North East Independent School Board and proclaim the month of January 2022, as

SCHOOL BOARD RECOGNITION MONTH

BE IT FURTHER RESOLVED that I urge all citizens to join me in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

In Official Recognition Whereof, I hereby affix my signature this 13th day of December, 2021.



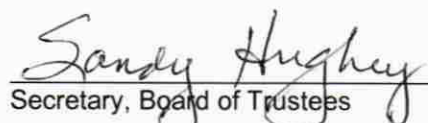
Sean Maika, Ed.D., Superintendent of Schools

Resolved this 13th day of December, 2021, Board of Trustees of North East Independent School District:



President, Board of Trustees

ATTEST:



Secretary, Board of Trustees



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 13, 2021

Presenter: Sean Maika
Superintendent

Subject: Board Policy Update 117,
Second and Final 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 second 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.

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.

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.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

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.

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.

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).

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.~~

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

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.~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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: <ol style="list-style-type: none">1. Local leave.2. State sick leave accumulated before the 1995-96 school year.3. State personal leave.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: <ol style="list-style-type: none">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; or3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition or that of the employee's a spouse, parent, or child; or

~~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)]

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

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.

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

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

	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-Duty Medical 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 Semester Leave	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]
<u>Parental Leave</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.
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**

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.

~~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~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~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)]~~

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.

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](#).¹

¹ 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

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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.

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\(LOCAL\).](#)

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

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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>Complications resulting from pregnancy shall be treated the same as any other condition.</p> <hr/> <p><u>Note: For District contribution to employee insurance during leave, see CRD(LOCAL).</u></p> <hr/>
Availability	<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>For exempt <u>employee</u>employees, local sick 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>year, local sick leave for <u>the current year available for use at the beginning of the school</u>that year shall be made available for use as of July 1.</p>
<u>Nonexempt Employee</u>	<p><u>Local leave for a</u>For nonexempt <u>employee</u> employees, local sick leave shall be made available as earned.</p>
State Earning Local Sick Leave	<p>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.</p>
Deductions	<p>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.</p>
Leave Without Pay	
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 and local leave shall be prorated based on the actual time employed.</p>
Employed for Less Than Full Year	<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">1. State personal leave the employee used beyond his or her pro-rata entitlement for the school year; and2. Local leave that an exempt employee used but had not earned as of the date of separation.

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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. 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: <ol style="list-style-type: none">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; <u>or</u>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

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	<p>4.3. The employee requests FMLA leave for military caregiver leave purposes.</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>Note: For District contribution to employee insurance during leave, see CRD(LOCAL).</p> <hr/>
<p>State Personal Leave</p>	<p>The Board requires employees to differentiate the manner in which state personal leave is used.</p>
<p>Nondiscretionary Non-Discretionary Use</p>	<p>4.4. Nondiscretionary 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> <p>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.</p>
<p>Discretionary Use</p>	<p>2.5. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p>
<p>Limitations</p> <p>Request for Leave</p>	<p>In deciding whether to approve or deny a 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 <u>duration of the requested absence in conjunction with the</u> 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.</p>
<p>Duration of Leave</p>	<p>Discretionary use of state personal leave shall not exceed three consecutive workdays.</p>
<p>Local Sick Leave</p>	<p><u>Each employee</u> All employees 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> prior to 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.

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

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)]
<u>Fitness-for-Duty</u> Medical 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.
<u>Leave at the End of Semester</u> Leave		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]
<u>Unpaid Return</u> 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]
<u>Parental Leave</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.
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.] 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.

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**

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.

~~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.~~

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	<p>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.</p> <p>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.</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>Court Appearances</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 if he or she does not have a personal leave balance.</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"><u>1. The employee has at least ten consecutive years of service with the District.</u><u>2. The employee is retiring under the Texas Teacher Retirement System (TRS).</u> <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>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.</p>
<p>Bereavement (Funeral Leave)</p>	<p>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.</p>
<p>Religious Observances</p>	<p>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.</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>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.</p>
<p>Birth</p>	<p>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.</p>
<p>Adoption</p>	

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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)]~~

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.

**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.

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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: December 13, 2021

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

Subject: Second 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 second reading of DEC (LOCAL) as presented.

BOARD ACTION REQUIRED

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)]

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

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]
Temporary Disability Leave	<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>
Workers' Compensation	<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)]

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.

**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: December 13, 2021

Presenter: Dan Villarreal
Brian Moy, Executive Director
Finance & Accounting

Subject: Tax Roll Approval

Related Page(s): Tax Roll Statement

CONSENT ITEM

BACKGROUND INFORMATION

Section 26.09(e) of the Tax Code requires taxing entities approve the initial Tax Roll provided by the Bexar County Tax Assessor-Collector.

ADMINISTRATIVE CONSIDERATION

This is an annual agenda item done by taxing entities. The property values in the Certified Tax Roll are accurate as of October 1, 2021, and are not the same as the Certified Appraisal provided by the Bexar County Appraisal District in July. The Certified Appraisal included significant estimates of property still under review by the Appraisal Review Board. The Certified Tax Roll includes all adjustments made to the Roll from the July appraisal through October 1.

BUDGETARY CONSIDERATION

No budgetary consideration required.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the Tax Roll Statement provided by the Bexar County Tax Assessor-Collector for tax year 2021 for the North East Independent School District.

BOARD ACTION REQUIRED

Approval/Disapproval

2021 CERTIFIED TAX ROLL AS OF OCTOBER 1, 2021

TAX ASSESSMENT ROLLS OF NORTH EAST ISD FOR THE YEAR 2021 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	134,060	50,803,364,249	44,403,074,641	31,032,985.16	525,079,751.16
PERSONAL PROPERTY	13,285	3,339,023,808	3,057,873,611	.00	38,590,126.48
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	147,345	54,142,388,057	47,460,948,252	31,032,985.16	563,669,877.64

RATE OF TAXATION ASSESSMENT RATIO 100%
TOTAL TAX RATE 01.252500

ALBERT URESTI, MPA, PCC
TAX ASSESSOR-COLLECTOR BEXAR COUNTY
BY :





NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 13, 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 PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE
NEISD BOARD MEETING DECEMBER 13, 2021

Category	Vendor(s) Name	Description of Goods/Services	Estimated Expenditures 2021-2022	Bid Compliance
STEM ACADEMY	ANATOMAGE, INC.	ANATOMY IMAGE TABLE	\$ 82,000.00	sole source
DISTRICT WIDE	BOSWORTH BRW	PAPER PRODUCTS	\$ 675,000.00	AWARDED ON MULTIPLE BIDS
CONSTRUCTION MANAGEMENT	BULVERDE GLASS	WINDOWS AND GLASS	\$ 150,000.00	RFP 57-20
CURRICULUM AND INSTRUCTION	CERTIPORT	EXAMS AND CERTIFICATIONS	\$ 90,000.00	RFP 03-18
DISTRICT WIDE	COCA COLA SOUTHWEST BEVERAGE	BEVERAGES	\$ 120,000.00	RFP 12-17
COMMUNITY EDUCATION	CONDENSED CURRICULUM INTL	COMMUNITY EDUCATION E-LEARNING CONTRACTS	\$ 150,000.00	E-CONTRACT (9015)
DISTRICT WIDE	ELLIOTT ELECTRIC SUPPLY	ELECTRICAL PARTS AND SUPPLIES	\$ 170,000.00	RFP 57-20
SCHOOL NUTRITION	FORM PLASTICS	FOOD CONTAINERS, TRAYS, AND PAPER PRODUCTS	\$ 160,000.00	46-21
DISTRICT WIDE	GULF COAST PAPER CO	CHEMICALS AND PAPER PRODUCTS	\$ 290,000.00	AWARDED ON MULTIPLE BIDS
ATHLETICS	JEU DE PAUME	TENNIS INSTRUCTION	\$ 170,000.00	RFP 12-20
RISK MANAGEMENT	MCGRIFF INSURANCE SERVICES	INSURANCE SERVICES	\$ 2,600,000.00	RFP 96-17
CURRICULUM AND INSTRUCTION	MPS	INSTRUCTIONAL MATERIALS	\$ 175,000.00	AWARDED ON MULTIPLE BIDS
HUMAN RESOURCES	PINNACLE MEDICAL MANAGEMENT	TESTING	\$ 130,000.00	CHOICE PARTNER CO-OP
FOOD SERVICE	SCHWAN'S FOOD SERVICE INC.	COMMODITY FOODS	\$ 250,000.00	AWARDED ON MULTIPLE BIDS
DOCUMENT MANAGEMENT, COPIER AND PRINT SERVICES	SHARP BUSINESS SYSTEMS	COPIERS, PARTS AND SERVICES	\$ 382,000.00	RFP 78-19
CONSTRUCTION MANAGEMENT	SIGN RESOURCE MANAGEMENT	BUILDING SIGNAGE	\$ 320,000.00	RFP 63-18
SPECIAL EDUCATION	TEXAS SCOTTISH RITE HOSPITAL FOR CHILDREN	INSTRUCTIONAL MATERIALS	\$ 80,000.00	RFP 02-20



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 13, 2021

Presenter: Dr. Anthony J. Mitchell
Garrett Sullivan
Executive Director, CM&E

Subject: ESSER III - 282 Program Fund District Pre-K Academy HVAC Upgrades and Window/Storefront Replacement Project Bid Award Approval
Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

ESSER III - 282 Program Funds are available to provide for HVAC upgrades (replacement of 24 classroom unit ventilators and 13 hallway fan & coil units) and window/store-front replacement for the District's Pre-K Academy at West Avenue. This project will upgrade the campus existing HVAC equipment and controls system and replace 60 exterior windows and storefront systems at courtyard entrance areas. DeMunbrun Scarnato Associates will serve as the project architect while Satterfield & Pontikes Construction, Inc. will serve as the General Contractor for this project.

ADMINISTRATIVE CONSIDERATION

This is an approved project within the ESSER III – 282 Program Fund.

BUDGETARY CONSIDERATION

Funds for this project are included in the ESSER III – 282 Program Fund. The total approved budget for the District Pre-K Academy and Window/Storefront Replacement Project equals \$1,925,000.00 (construction @ \$1,800,000.00 and design, asbestos abatement, and permitting costs @ \$125,000.00). Total bid costs for this project equaled \$1,954,024.00 (Satterfield & Pontikes, Inc. bid costs equal \$1,573,547.00 with HVAC equipment pre-purchase costs with Trane U.S. Inc. equal to \$380,477.00). Total design fees, asbestos abatement costs, and City of San Antonio (COSA) permitting costs equal \$110,500.00 (design fees with DeMunbrun Scarnato Associates equal \$100,000.00, Asbestos Abatement costs with Alamo 1 and Marc III equal \$5,500.00, and COSA permitting costs are budgeted at \$5,000.00). The total project cost equals \$2,058,024.00 as compared to the total project budget @ \$1,925,000.00 resulting in an overall budget shortfall equal to \$139,524.00. ESSER III – 282 program contingency funds are available to cover the bid-budget shortfall.

RECOMMENDATION

It is recommended that the Board of Trustees approve the construction bid with Satterfield & Pontikes Construction (JOC General Contractor) and the various subcontractors as shown on Bid Attachment #1 at a total bid cost of \$1,573,547.00 which includes a District construction contingency of \$25,000.00. Additionally, it is recommended that the Board of Trustees grant the Superintendent, Chief Operations Officer, and the Executive Director for Construction Management and Engineering authority to execute the various contracts in support of this project.

BOARD ACTION REQUIRED

Approval/Disapproval

BID ATTACHMENT #1

NORTH EAST ISD DISTRICT PRE-K ACADEMY HVAC UPGRADES AND WINDOW/STOREFRONT REPLACEMENT PROJECT JOB ORDER CONTRACT Bid Date: 11/17/2021 @ 9:00 AM

Construction Cost Bid Summary

DIVISION	DESCRIPTION	COST	SUBCONTRACTOR	BID RESULTS
DIV. 1	GENERAL REQUIREMENTS	\$ 125,778	Division 1 Subtotal	
	Owner Contingency	\$ 25,000	Owner Contingency	Owner Contingency
	Subcontractor Bonding	\$ 18,601	Satterfield & Pontikes (S&P)	General Allowance
	Temporary Fencing	\$ 1,000	Satterfield & Pontikes (S&P)	General Allowance
	Dumpsters	\$ 16,500	Satterfield & Pontikes (S&P)	General Allowance
	Remove and Reinstall Existing Interior Window Shades	\$ 11,400	Satterfield & Pontikes (S&P)	General Allowance
	Duct Protection	\$ 2,600	Satterfield & Pontikes (S&P)	General Allowance
	Sanitary Facilities (Temporary Restrooms for Construction)	\$ 4,800	Satterfield & Pontikes (S&P)	General Allowance
	Temporary Weather Protection for Openings	\$ 15,000	Satterfield & Pontikes (S&P)	General Allowance
	Daily Progress Cleaning	\$ 15,000	Satterfield & Pontikes (S&P)	General Allowance
	Final Clean	\$ 15,877	Satterfield & Pontikes (S&P)	General Allowance
DIV. 2	DEMOLITION	\$ 102,650	Division 2 Subtotal	
	Demolish Existing Glazing, Metal Doors, and Storefront	\$ 102,650	Satterfield & Pontikes (S&P)	General Allowance
DIV. 3	CONCRETE	\$ 9,978	Division 3 Subtotal	
	Demolish and Replace Existing Exterior Ramp	\$ 9,978	R&C	Best Value Selection (Low Bidder)
DIV. 4	MASONRY	\$ 2,000	Division 4 Subtotal	
	Repair Masonry below Glazing Areas	\$ 2,000	R&C	Best Value Selection (Low Bidder)
DIV. 5	METALS	\$ 6,774	Division 5 Subtotal	
	Metal Fabrication and Installation for Interior Handrails	\$ 6,774	R&C	Best Value Selection (Low Bidder)
DIV. 6	WOODS & PLASTICS	\$ 50,570	Division 6 Subtotal	
	In-Wall Blocking at Temporary Handrail	\$ 320	Satterfield & Pontikes (S&P)	General Allowance
	Prep Existing Window Jambs	\$ 27,750	Satterfield & Pontikes (S&P)	General Allowance
	Replace Panels below Windows (Temporary)	\$ 22,500	Satterfield & Pontikes (S&P)	General Allowance
DIV. 8	OPENINGS / DOORS & WINDOWS	\$ 430,150	Division 8 Subtotal	
	New Hollow Metal Double Doors (Reinstall Hardware)	\$ 22,500	Satterfield & Pontikes (S&P)	General Allowance
	Install New Glazing Systems	\$ 407,650	Bulverde Glass	Best Value Selection (Low Bidder)
DIV. 9	FINISHES	\$ 35,155	Division 9 Subtotal	
	Patch Acoustical Ceilings	\$ 12,369	R&C	Best Value Selection (Low Bidder)
	Install New VCT Flooring at ERU's	\$ 4,650	R&C	Best Value Selection (Low Bidder)
	Painting	\$ 14,136	R&C	Best Value Selection (Low Bidder)
	Paint Hollow Metal Doors	\$ 4,000	R&C	Best Value Selection (Low Bidder)
DIV. 12	Furnishings	\$ 10,230	Division 12 Subtotal	
	Casework	\$ 10,230	Satterfield & Pontikes (S&P)	General Allowance
DIV. 23	HVAC	\$ 383,959	Division 23 Subtotal	
	HVAC Installation (Classroom Unit Ventilators)	\$ 336,381	San Marcos Air	Best Value Selection (Low Bidder)
	Caulk Around Louvers Post Installation	\$ 3,100	San Marcos Air	Best Value Selection (Low Bidder)
	Install Alternate #1 (Hallway Fan & Coil Units)	\$ 44,478	San Marcos Air	Best Value Selection (Low Bidder)
DIV. 26	ELECTRICAL	\$ -	Division 26 Subtotal	
	Electrical	Included with HVAC	San Marcos Air	Best Value Selection (Low Bidder)
COST OF WORK SUMMARY		TOTAL VALUE ENGINEERING INCLUDING GC FEES		
PROJECT COST OF WORK TOTAL		\$ 1,157,244	None	
JOC TOTAL FEE SUMMARY		JOC FEE BREAK-OUT		
GENERAL CONDITIONS & PRE-CON SERVICES		\$ 175,000	Fixed Fee	
P&P BONDS, GEN. LIABILITY & BUILDER'S RISK		\$ 41,303	Fixed Fee	
CONSTRUCTION PROFIT		\$ 200,000	Fixed Fee	
JOC TOTAL FEE		\$ 416,303	JOC FEE BREAK-OUT	
TOTAL JOC BID COST		\$ 1,573,547	Satterfield & Pontikes Construction and Project Subcontractors	
CONTINGENCY AND ALLOWANCE SUMMARY		TOTAL PROJECT ALLOWANCE SUMMARY		
OWNER CONTINGENCY ALLOWANCE TOTAL		\$ 25,000	Owner Contingency Allowance Maintained Inside Contract	
GENERAL ALLOWANCE TOTAL		\$ 670,687	Total for CM Allowances \$ 670,687	
SUPPORT ALLOWANCE TOTAL		\$ -		

BID ATTACHMENT #1

NORTH EAST ISD DISTRICT PRE-K ACADEMY HVAC UPGRADES AND WINDOW/STOREFRONT REPLACEMENT PROJECT
JOB ORDER CONTRACT Bid Date: 11/17/2021 @ 9:00 AM

Construction Cost Bid Summary

DIVISION	DESCRIPTION	COST	SUBCONTRACTOR	BID RESULTS
PROJECT COST ANALYSIS		OVERALL PROJECT JOC BID COST SUMMARY		
	PROJECT COST OF WORK (W/CONTINGENCY)	\$ 1,573,547	CofW (\$1,157,244) + Owner Contingency (\$25,000) + JOC Fees (\$416,303)	
	HVAC EQUIPMENT PRE-PURCHASE	\$ 380,477	Trane U.S. Inc.	
	TOTAL PROJECT CONSTRUCTION COST	\$ 1,954,024	Satterfield & Pontikes Construction and Trane U.S. Inc.	
	DESIGN, ABATEMENT, AND PERMITTING COSTS	\$ 110,500	DeMunbrun Scarnato Associates and Alamo 1	
	TOTAL PROJECT COST	\$ 2,064,524	Design, Abatement, Permitting, and Construction Costs	
	ESSER-II PROJECT BUDGET	\$ 1,925,000	Design Fees (\$125,000) + Construction (\$1,800,000)	
	BID-BUDGET SHORTFALL	\$ 139,524	Over Budget	
OTHER SUPPORTING BIDS		Bid Cost	JOC BID EXCLUSIONS SUMMARY	
	Pre-Purchase Unit Ventilators and Fan & Coil Units	\$ 380,477	Building Permit Fees by Owner Utility Impact Fees by Owner Asbestos Abatement by Owner Material Testing by Owner	
	TOTAL FOR OTHER SUPPORTING WORK	\$ 380,477		
DESIGN, ASBESTOS ABATEMENT, AND PERMITTING FEES		Budget	TOTAL PROJECT COST (INCLUDES CONSTRUCTION BIDS, DESIGN, ASBESTOS ABATEMENT, AND COSA PERMITTING FEES)	
	Design Consultants Fees with DeMunbrun Scarnato Associates	\$ 100,000		
	Asbestos Abatement Costs with Alamo 1 and Marc III	\$ 5,500		
	City of San Antonio (COSA) Permitting Fees	\$ 5,000		
	TOTAL FOR DESIGN SUPPORT AND PERMITTING FEES	\$ 110,500	\$ 2,064,524	



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 13, 2021

Presenter: Dr. Anthony J. Mitchell
Garrett Sullivan
Executive Director, CM&E

Subject: Professional Services Contracts, Construction Contracts,
and Related Contract Amendments Supporting the 2015
Bond, M&O, and ESSER III – 282 Program Funds
Design & Construction Requirements

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, M&O, and ESSER III – 282 program funded requirements. 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, M&O, and ESSER III – 282 funded programs.

ADMINISTRATIVE 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, M&O, and ESSER III – 282 program funded requirements (see Attachment). It is further recommended for the Board of Trustees to grant the Superintendent, the Chief Operations Officer, and 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, M&O Funded Program, and ESSER III - 282 Program - Dec.13, 2021								
Program	Project	Consultant or Construction Contract Award Date	Bid Description	Professional Services Consulting Firm or General Contractor or Service Vendor	Original Contract Value (Board Award)	Current Contract Value	Contract Amendment	New Contract Value
ESSER III - 282 Program	Replace District Unit Ventilators Bid Packages A, B, and C (Pre-Purchase HVAC Equipment)	13-Dec-21	Pre-Purchase HVAC Equipment with Delivery (600 Unit Ventilators) BuyBoard # 631-20	Trane U.S. Inc.	\$ 5,127,967.00	Not to Exceed Contract Value		\$ 5,127,967.00
ESSER III - 282 Program	Replace District Unit Ventilators Bid Packages A, B, and C	13-Dec-21	Bid Authorization using the DOCC, JOC, Preferred Vendor, and/or BuyBoard Bid Delivery Methods	TBD	\$ 10,250,000.00	Not To Exceed Contract Value		\$ 10,250,000.00
ESSER III - 282 Program	Upgrade Campus Access Control Systems District-Wide	13-Dec-21	Provide Design Consulting and Contract Administration Services	Combs Consulting Group	\$ 130,000.00	\$ 130,000.00	\$ -	\$ 130,000.00
		Elementary and Secondary School Emergency Relief III - 282 Program Funds Contract Adjustments (This Period)			\$ 15,507,967.00	\$ 130,000.00	\$ -	\$ 15,507,967.00