

# Explanatory Notes

## TASB Localized Policy Manual Update 117

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**CH(LOCAL)**

### **PURCHASING AND ACQUISITION**

The major winter storms earlier this year caused extensive damage to many district facilities. Based on district requests for additional flexibility in such emergency circumstances, we recommend a new provision delegating 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 if

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## TASB RECOMMENDATION

### 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 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.

*Unsealed  
Competitive  
Proposals*

A request for proposals may also be used as a procurement option to generate an unsealed competitive proposal. In this instance, the District may open the proposal upon receipt and begin the negotiation process for the goods or services.

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.



PURCHASING AND ACQUISITION

CH  
(LOCAL)

**CURRENT RISD POLICY**

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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.
<i>Competitive Bidding</i>	<p>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.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
<i>Competitive Sealed Proposals</i>	<p>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 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.</p> <p>The District may reject any and all proposals in accordance with state or federal law, as applicable.</p>
<i>Unsealed Competitive Proposals</i>	A request for proposals may also be used as a procurement option to generate an unsealed competitive proposal. In this instance, the District may open the proposal upon receipt and begin the negotiation process for the goods or services.
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PURCHASING AND ACQUISITION

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(LOCAL)

**CURRENT RISD POLICY**

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TASB Localized Policy Manual Update 117

**Robstown ISD**

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**CV(LOCAL)**

**FACILITIES CONSTRUCTION**

For ease of reference and to align with recommended changes at CH(LOCAL) on delegation to the superintendent for emergency contracting, Policy Service recommends adding a Note referring to CH(LOCAL) for those provisions.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to this policy topic.

# TASB RECOMMENDATION

## 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 ~~\$10,000~~ \$10,000, 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)]

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

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### Change Orders

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

### Project Administration

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

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

### Final Payment

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



FACILITIES CONSTRUCTION

CV  
(LOCAL)

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For construction contracts valued at or above \$10,000, 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)]

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# Explanatory Notes

## TASB Localized Policy Manual Update 117

### DEC(LOCAL)

### COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

The events of the past year have highlighted the need for additional flexibility regarding administration of leave. TASB Policy, Legal, and HR Services collaborated on the recommended revisions to this policy, which remove administrative details not required to be in board policy and that may be more appropriately addressed elsewhere, such as in the employee handbook.

To support the removal of these administrative details, a new paragraph directs the superintendent to develop administrative regulations to implement the policy. [Remember that BJA(LOCAL) permits the superintendent to delegate this responsibility as appropriate.] In addition, TASB HR Services has:

- Created a corresponding Framework for Developing Leaves and Absences Procedures, with prompts and placeholders for administrative decisions; and
- Revised the 2021–22 *Model Employee Handbook* to address administrative provisions removed from the policy.

Other changes include:

- Updating the definition of *catastrophic illness or injury* to clarify how it applies to the use of leave from the district's sick leave pool.
- Adding a definition of *school year* that aligns with terminology in the TASB sample contracts and that provides context for references to the term elsewhere in the policy.
- Relocating provisions on concurrent use of leave and compensatory time to the sections addressing temporary disability leave and family and medical leave.
- Streamlining of family and medical leave provisions to eliminate information not necessary in board-adopted policy.
- Adding a clear statement to reflect that the district does not permit paid leave offset in conjunction with workers' compensation benefits.

New recommended provisions on state personal leave clarify that:

- Nondiscretionary 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.
- In approving or denying requests for the discretionary use of leave, the district will also consider how the duration of the requested absence affects the educational program and district operations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to this policy topic.

**Please note:** Your district's current policy does not clearly indicate the number of local leave days an employee may accumulate. We offer text allowing 60 days of accumulation, based on provisions addressing payment upon separation. If revisions are required, please contact your policy consultant.

For clarity and consistency with policy style, the district's locally developed text throughout the policy has been lightly edited. As noted, some of the district's unique text that is administrative in nature is recommended for deletion. Some specific revisions to your unique text include:

- Removing details on the request and approval of discretionary leave, which are more appropriate for inclusion in administrative regulations.
- Removing details on rates of pay for reimbursement upon separation, which are more appropriate for inclusion in administrative regulations and the district's compensation plan.
- Renaming and streamlining the final section of the policy to add statements that require an employee to be notified in writing that all leave has been exhausted and to ensure that an employee's eligibility for reasonable accommodations under the Americans with Disabilities Act will be considered before termination.

# TASB RECOMMENDATION

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

## 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~~<sup>use</sup>, 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.

### 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.~~



COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

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**Availability**

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

**State Earning Local  
Leave**

~~An employee shall not earn any local 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~~

~~Employed for  
Less Than Full  
Year~~

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.

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 the employee used but had not earned as of the date of separation.~~

~~Employed for Full  
Year~~

~~If an 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 as follows:~~

~~1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.~~

~~2. For positions for which a substitute is not normally required, leave shall be recorded in half-day increments.~~

~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in half-day increments.~~

**Order of Use**

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

~~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.~~

~~Use of sick leave pool 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 three consecutive work-days 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; **or**
- ~~3.~~ The employee requests FMLA leave for the employee's serious health condition; **a serious health condition** ~~or that of the employee's~~ 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)]

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

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COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

<b>State Personal Leave</b>	The Board requires employees to differentiate the manner in which state personal leave is used. ÷
<b>Nondiscretionary Use</b> <del>No Discretionary</del>	<del>1.4.</del> <b>Nondiscretionary</b> <del>Non-discretionary</del> use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]  <b>Nondiscretionary 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.</b>
<b>Discretionary Use</b>	<del>2.5.</del> Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.
<b>Limitations</b>  Request for Leave	<b>In deciding whether to approve or deny a</b> <del>The employee shall submit a written</del> request for discretionary use of state personal leave, <del>to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or</del> <b>designee</b> shall, however, consider the <b>duration of the requested absence in conjunction with the</b> effect of the employee's absence on the educational program <del>and/or</del> District operations, as well as the availability of substitutes.
<b>Neutral Absence</b>	<del>A request for discretionary use of personal leave shall be submitted to the principal or designee three days in advance of the anticipated absence. Discretionary use of personal leave shall be granted on a first-come, first-served basis, with a maximum of five percent of campus employees in each category permitted to be absent at the same time for discretionary use of personal leave.</del>
<b>Local Leave</b>	<b>Each employee</b> <del>All employees</del> shall earn five paid local leave days per school year in accordance with administrative regulations.  <b>Local leave shall accumulate to a maximum of 60 leave days.</b>  Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, except that an employee may donate local leave to a sick leave pool. [See DEC(LEGAL)]
<b>Sick Leave Pool</b>	An employee who has exhausted all paid leave <b>as well as any applicable compensatory time</b> and who suffers from a catastrophic illness or injury may request the establishment of a sick leave pool, to which District employees may donate <del>only</del> local leave for use by the eligible employee.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

~~If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.~~

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent ~~or designee~~ shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision ~~All decisions~~ regarding the establishment or implementation of the District's sick leave pool ~~may be appealed~~ in accordance with DGBA(LOCAL), beginning with the Superintendent or ~~appropriate administrator~~ ~~designee~~.

Family and Medical  
Leave

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

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

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Twelve-Month  
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year.

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 not 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.]~~



COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

Certification of Leave	<p><del>When</del>If an employee requests leave, the employee shall provide certification, <del>in accordance with</del><del>as required by</del> FMLA regulations, of the need for leave. <del>[See DECA(LEGAL)]</del></p>
Fitness-for-Duty Certification	<p><del>In accordance with administrative regulations,</del> <del>when</del>If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. <del>If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</del></p>
<del>Leave at the End of Semester</del> <del>Leave</del>	<p><del>When</del>If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. <del>[See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]</del></p>
<del>Failure to Return</del>	<p><del>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]</del></p>
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.]</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 <del>or designee</del> as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p><b>Note:</b> 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. <del>[See GRD(LOCAL) regarding payment of insurance contribution during employee absences.]</del></p> <hr/> <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>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

No Paid Leave Offset	<p>The District shall not permit the option <del>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</del></p> <p><del>An employee eligible</del> for paid leave offset in conjunction with workers' compensation income benefits. [See CRE], <del>and not on assault leave, may elect in writing to use paid leave.</del></p>
Court Appearances	<p>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.</p>
Payment <del>Reimbursement</del> for Accumulated Leave Upon Separation	<p><del>An</del> Upon resignation, an employee who separates from employment with the District <del>in good standing</del> shall be eligible paid \$20 for payment for <del>each of the 30 days of</del> accumulated local leave if the employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged or non-renewed.</p> <p>The employee shall receive payment for <del>For</del> each day of <del>local leave</del> accumulated local leave <del>beyond 30 days</del>, to a maximum of 60 days, 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 <del>the employee shall be paid \$10.</del></p> <p>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.</p>
Neutral Absence Control	<p>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.</p>
Maximum Absence	<p><del>In the event that an employee on leave remains physically or mentally unable to perform the duties of his or her position, even with reasonable accommodation, or after the expiration of all available state personal leave, state sick leave accumulated before the 1995-96 school year, local leave, FMLA leave, temporary disability leave, and assault leave, as applicable, whichever is later, the employee's employment may be terminated unless the employee demonstrates to the satisfaction of a physician designated by the</del></p>



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~~District that, in reasonable medical probability, he or she will be released to full duties with 30 days. The District shall retain complete discretion over whether to approve or disapprove the opinion of a physician not designated by the District.~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**CURRENT RISD POLICY**

**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.

**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. Complications resulting from pregnancy shall be treated the same as any other condition.

**Availability**

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

**Earning Local Leave**

An employee shall not earn any local 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.

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**Leave Proration**

*Employed for  
Less Than Full  
Year*

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.

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 the employee used but had not earned as of the date of separation.

*Employed for Full  
Year*

If an 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 as follows:

1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.
2. For positions for which a substitute is not normally required, leave shall be recorded in half-day increments.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in half-day increments.

**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.

Use of sick leave pool 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.

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

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

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

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**State Personal Leave**

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

**Non-Discretionary  
Use**

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

**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



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of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

*Neutral Absence*

A request for discretionary use of personal leave shall be submitted to the principal or designee three days in advance of the anticipated absence. Discretionary use of personal leave shall be granted on a first-come, first-served basis, with a maximum of five percent of campus employees in each category permitted to be absent at the same time for discretionary use of personal leave.

**Local Leave**

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

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, except that an employee may donate local leave to a sick leave pool. [See DEC(LEGAL)]

**Sick Leave Pool**

An employee who has exhausted all paid leave and who suffers from a catastrophic illness or injury may request the establishment of a sick leave pool, to which District employees may donate only local leave for use by the eligible employee.

If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent or designee shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

**Appeal**

All decisions regarding the establishment or implementation of the District's sick leave pool may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

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**Family and Medical  
Leave**

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year.

**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 not 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**

If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]

**Fitness-for-Duty  
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**

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.]

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.

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**Workers'  
Compensation**

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**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

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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.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.

**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.

**Reimbursement for  
Leave Upon  
Separation**

Upon resignation, an employee in good standing shall be paid \$20 for each of the 30 days of accumulated local leave. For each day of local leave accumulated beyond 30 days, to a maximum of 60 days, the employee shall be paid \$10.

**Maximum Absence**

In the event that an employee on leave remains physically or mentally unable to perform the duties of his or her position, even with reasonable accommodation, or after the expiration of all available state personal leave, state sick leave accumulated before the 1995–96 school year, local leave, FMLA leave, temporary disability leave, and assault leave, as applicable, whichever is later, the employee's employment may be terminated unless the employee demonstrates to the satisfaction of a physician designated by the District that, in reasonable medical probability, he or she will be released to full duties with 30 days. The District shall retain complete discretion over whether to approve or disapprove the opinion of a physician not designated by the District.