



# Explanatory Notes Board Member Requested Policy Review

Policy	Requested by	Action	Recommended By	REMARKS
<b>BE Local</b>	Minerva Pena	Update	BM Dr. SP Atkinson	<b>BOARD MEETINGS</b> A "Special Recognition" meeting is being proposed to allow the Board an opportunity to be more personable with their students, parents, or staff members that are being recognized.
<b>BG Local</b>	Dr. Sylvia P. Atkinson	Review	TASB	<b>BOARD SELF-EVALUATION</b> In response to BM request by Dr. SP Atkinson, as per <i>TASB Policy Service email on 12/20/18</i> - As follows: "TASB <u>does not</u> have a recommended policy at BG(LOCAL). TASB recommends working with TEA directly on board evaluation, or contacting TASB's Leadership Team Services for assistance."
<b>CH Local</b>	Phillip Cowen	Review	Purchasing	<b>PURCHASING AND ACQUISITION</b> A request to tighten up policy language because of conflicting issues on construction projects receiving payment as substantially complete yet not Board approved. <b>RESPONSE from Purchasing Administration below</b> CV Local currently has the statement with regard to final payment. Final payment is not under CH Legal/Local because payments are not done through Purchasing, they are done through the Finance Department. The only statement found regarding payments specifically for construction are addressed on policy CV(LOCAL) (Facilities Construction).
<b>CV Local</b>	Phillip Cowen	Review	Purchasing	<b>FACILITIES CONSTRUCTION</b> Information regarding Final payment as discussed by BM Phillip Cowen can be found in this policy. As advised by legal counsel, Policy CV addresses construction contracts over \$50,000.00 go to Board for approval and advises that policy language is outlined on final payment. Information regarding Final payment as discussed by Mr. Cowen can be found in this policy.
<b>DEC Local</b>	Dr. Sylvia P. Atkinson	Update	Finance  Human Resources	<b>COMPENSATION AND BENEFITS: LEAVES AND ABSENCES</b> In response to BM request by Dr. SP Atkinson, administration is providing the following: a) modified language for reimbursement of leave upon separation. b) Policy samples provided from adjoining Districts for review, i.e., La Feria ISD, Los Fresnos ISD, Point Isabel ISD, San Benito ISD, Edinburg ISD, Hidalgo ISD, McAllen ISD, Mercedes ISD, Mission ISD, Sharyland ISD, Weslaco ISD, Laredo ISD, United ISD, Raymondville ISD.



# Explanatory Notes Board Member Requested Policy Review

Policy	Requested by	Action	Recommended By	REMARKS
<b>DK Local</b>	Dr. Sylvia P. Atkinson	Update	BM Dr. SP Atkinson  Human Resources	<b>ASSIGNMENT AND SCHEDULES</b> As requested by BM Dr. SP Atkinson, new language on interim positions to include that all employees placed in an interim position will be qualified and meet the minimum requirements for the position.
<b>DN Local</b>	Dr. Sylvia P. Atkinson	Update	BM Dr. SP Atkinson  Human Resources	<b>PERFORMANCE APPRAISAL</b> As requested by BM Dr. SP Atkinson, new language on Evaluation Report outlines that Board members shall receive an annual report from the Human Resource Department of all level five and above department and school administrators who receive an evaluation for that current year.
<b>FNCE LOCAL</b>	Laura Perez-Reyes	Update	Asst. Supt / Innovation, Strategy & Educational Technology	<b>STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES</b> BM Dr. SP Atkinson reiterates what fellow board member LP Reyes previously addressed, that there has to be consistency regarding the use of cell phones on all campuses.  <i>Administration has submitted modifications on</i> a) <b>DEFINITION OF PERSONAL TELECOMMUNICATION DEVICE</b> devices are defined and outlined on the Student Code of Conduct pg. 17. b) <b>NON-INSTRUCTIONAL USE</b> explains students who choose to bring their own device may use a cell phone before or after school while on school property. c) <b>CONSEQUENCES OF MISUSE</b> – outlines an employee may confiscate and release of a personal telecommunications device with guidelines addressed in the student handbook.

## *Current with Bisd Changes*

BOARD MEETINGS

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### **Meeting Place and Time**

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

### **Regular Meetings**

Regular meetings of the Board shall normally be held on the first Tuesday of each month at 5:30 p.m. When determined necessary by the Board President and for the convenience of Board members, the Board President may cancel or change the date, time, or location of a regular meeting. The notice for a canceled meeting shall reflect the cancellation. The notice for a rescheduled meeting shall reflect the changed date or time.

### **Special or Emergency Meetings**

Special and emergency meetings shall be called by the Board President, or in case of the Board President's absence, the Vice President. In the absence of the Board President and Vice President, the Secretary shall call special and emergency meetings. The Board President shall determine when an emergency or urgent public necessity, as defined by law, warrants the meeting.

### **Special Recognition**

Oftentimes, the Board may get an opportunity to be more personable with students, parents and staff members that are being recognized. Special Recognition meetings of the Board shall normally be held on the second or third Tuesday of each month at 5:30 p.m. When determined necessary by the Board President and for the convenience of Board members, the Board President may cancel or change the date, time, or location of a special recognition meeting. The notice for a canceled meeting shall reflect the cancellation. The notice for a rescheduled meeting shall reflect the changed date or time.

### **Agenda**

#### **Deadline**

The deadline for submitting items for inclusion on the agenda is the sixth calendar day before regular meetings and the third calendar day before special meetings.

#### **Preparation**

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

For an item to be included on the agenda for a meeting, the written request of three Board members is required. The member shall make an initial written request to the Superintendent and the Board Secretary. The Board Secretary shall then send the written request

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to each Board member at his or her e-mail address. Two other members shall make a written request supporting the item to be considered on the agenda. All written requests for agenda items and supporting information for agenda items shall be timely submitted in accordance with this policy.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or at least three Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without the Board member's specific authorization.

### **Notice to Members**

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least two hours prior to the time of an emergency meeting.

### **Closed Meeting**

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

### **Order of Business**

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

### **Rules of Order**

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, 11th Edition except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present. The rules in Article XII, Section 43 "Rules Governing Debate" are modified to limit the time each member may speak to a question for the first time to two minutes and the second time to one minute.

### **Refraining from Attacking a Member's Motives**

Board members are to adhere to the following rules in this article. When a question is pending, a Board member can condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities and under no circumstances can

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attack or question the motives of another Board member. The measure, not the Board member, is the subject of debate. If a Board member disagrees with the statement by another in regard to an event that both witnessed, the Board member cannot state in debate the other's statement "is false." But the Board member might say, "I believe there is strong evidence that the member is mistaken." The moment the presiding officer hears such words as "fraud," "liar," or "lie" used about a Board member in debate, the presiding officer must act immediately and decisively to correct the matter and prevent its repetition.

Addressing All  
Remarks Through  
the Chair

Board members cannot address one another directly and must address all remarks through the presiding officer. If, while a Board member is speaking in debate, another Board member wishes to address a question to him, which the person speaking can permit or not as he or she chooses but is taken out of his or her time if he or she does, the Board member desiring to ask the question should rise and address the chair, proceeding as explained under request for information.

Refraining from  
Disturbing the  
Assembly

During debate, during remarks by the presiding officer to the assembly, and during voting, no Board member shall be permitted to disturb the assembly by whispering, walking across the floor, or any other disturbance. The key words here are disturb and assembly. This rule shall not mean that Board members shall never whisper or walk from one place to another in the hall during the deliberations of the assembly. At large meetings, it would be impossible to enforce such a rule. However, the presiding officer shall watch that such activity does not disturb the meeting or hamper the transaction of business.

Voting

Voting may be by electronic vote, voice vote, or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that

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an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

### **Minutes**

The following shall apply to Board minutes:

1. The minutes of each meeting shall be taken by the Board clerk and shall contain a summary of the action of the Board with motions and results of votes.
2. A narrative style of writing the minutes shall be used with background material included as necessary.
3. Unapproved minutes shall be unofficial until acted upon by the Board.
4. Minutes shall be approved (corrections and deletions made) at the following regular meetings.
5. Minutes of previous meetings and the agenda for each regular meeting shall be submitted to each Board member and the Board attorney in writing or otherwise in sufficient time for careful review by each member and the attorney before the stated meeting.
6. Items on the agenda of a routine nature shall be so designated; any other items shall carry a brief explanation as to who submitted the items and the reason therefore.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

### **Media Coverage**

Local news media representatives shall be welcome to attend all regular, special, and other meetings of the Board. In the event that representatives of the news media are unable to attend a meeting of the Board, they shall be provided a summary of important Board actions.

### **Discussions and Limitation**

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

BOARD SELF-EVALUATION

**Board Self-Evaluation**

The Board shall plan and conduct, at least annually, a thorough self-evaluation. The yearly review shall include an analysis of:

1. Board procedures.
2. Board member training.
3. Conflict resolution.
4. Working relationships with the Superintendent.
5. Conduct of Board meetings.
6. Long-range planning and goal setting.
7. Relationship with the community.

In the month or months before the discussion, the Board as a whole shall:

1. Review the Board's goals for the current year to ensure that all Trustees are familiar with Board priorities.
2. Reaffirm the purposes of the self-evaluation so that all Board members understand the desired outcomes of the exercise.
3. Review or select an evaluation instrument, and adapt the instrument to ensure that it will yield the desired information on Board performance.
4. Identify and collect any information or materials the Board might need in conducting its self-evaluation. This material might include documentation on District goals for the current year, reports of the Board's success and progress in meeting these goals, records of Board meetings and community participation, newspaper clippings, and the like.
5. Have each Board member complete the evaluation instrument separately, several weeks in advance of the discussion.
6. Tabulate individual responses to the instrument, and provide a copy of the tabulation to each Board member.

At least annually, the Board shall conduct a self-evaluation of Board and Board member performance. The evaluation shall consider such items as role recognition, relationship with others, performance at Board meetings, and self-improvement activities. The procedure shall also include a review of those factors that facilitate effective Board meetings. The Board may solicit suggestions for

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improvement from others through established District communication channels.

PURCHASING AND ACQUISITION

**Purchasing  
Authority**

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 that costs \$50,000 or more, which is not acquired using one of the procurement methods outlined in state and federal law, shall require Board approval before a transaction may take place, except for the purchase of fuel, child nutrition services, produce, and utilities.

The Board does not delegate to the Superintendent the authority to hire outside counsel.

**Purchasing Method**

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

*Competitive  
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations. 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.

*Competitive  
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations. 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.

The District may reject any and all proposals.

*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

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in accordance with the adopted budget, state and federal 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 or designee on a properly drawn and issued purchase order, 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

<b>Compliance with Law</b>	The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.
<b>Purchase of School Sites</b>	<p>The following shall apply to the purchase of school sites:</p> <ol style="list-style-type: none"><li>1. Every effort shall be made to purchase sites by negotiation with a willing seller at a fair and reasonable price.</li><li>2. The Board shall have the power by the exercise of the right of eminent domain to acquire the fee simple title to real property within the District for the purpose of securing sites upon which to construct school buildings or for any other purpose that may be deemed necessary for the District. [See also CHG]</li><li>3. If negotiations for the acquisition of a school site are dropped, no payment will be made for services rendered by a realtor who conducted said negotiations.</li></ol>
<b>Construction Contracts</b>	<p>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]</p> <p>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]</p>
<b>Change Orders</b>	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.
<b>Project Administration</b>	<p>All construction projects shall be administered by the Superintendent or designee.</p> <p>The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.</p>
<b>Final Payment</b>	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.



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2. The maximum number of days per school year an employee may receive from a transferring employee or transferring employees; and
3. Other procedures deemed necessary for the operation of the transfer of local leave program.

**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 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. An employee on FMLA leave may not continue working his or her part-time job elsewhere.

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]

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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 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**

All decisions regarding the sick leave bank may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

**Employee Transfer  
of Local Leave**

The District shall establish and implement a transfer of local leave program for those employees who do not participate in the sick leave bank program.

An employee may qualify for participation in the transfer of local leave program if the following conditions exist:

1. The employee has exhausted all paid leave; and
2. The employee or immediate family member of the employee experiences a catastrophic illness or injury.

The transferring employee may submit the request to transfer local leave days and must follow the established procedures as determined by the Superintendent or designee.

With the exception of immediate family members, the transferring employee shall only be permitted to transfer his or her local leave to an employee whose employment pay grade/level is equal to or below that of the transferring employee. Additionally, a classified employee shall not be permitted to transfer his or her local leave to a certified employee.

The Superintendent or designee shall develop procedures for the operation of the transfer of local leave program that address the following:

1. Procedures to request transfer of local leave;

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<i>Limitations</i>	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 or District operations, as well as the availability of substitutes.
Request for Leave	
Duration of Leave	Discretionary use of state personal leave shall not exceed five consecutive workdays.
<b>Local Leave</b>	All full-time employees shall earn local sick leave at the rate of one-half equivalent workday for each 18 workdays of employment, concurrently with state leave, up to the local leave maximum of six equivalent workdays per year. All employees shall accumulate local sick leave without limit.  Local leave shall accumulate without limit.  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 transfer local leave days to another employee or may contribute local leave to a sick leave bank. [See DEC(LEGAL)]  An employee may also use local leave for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.
<b>Sick Leave Bank</b>	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 a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave.  If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.  The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

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**Concurrent Use of Leave**

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

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

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

**Medical Certification**

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

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

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

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

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**State Personal Leave**

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

**Non-Discretionary Use**

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

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

**Discretionary Use**

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

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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 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. Leave shall be recorded in half-day increments for all certified employees.
2. Leave shall be recorded in one-hour increments for all classified employees.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
4. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

**Order of Use**

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

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

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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.

**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

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- The employee died while employed by the District.

The employee must request reimbursement within 60 days after the ~~effective date of retirement from TRS~~ employees term date or the employee's designated beneficiary must request reimbursement within 60 days after the death of the employee.

The employee shall be reimbursed one time only for each day of local leave, to a maximum of 30 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.

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.

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COMPENSATION AND BENEFITS  
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### **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.]

A notification of need for extended absence due to employee's own medical condition, which shall be considered a request for temporary disability leave, shall be approved by the Superintendent.

The District shall designate the use of temporary disability if the employee is unable or unavailable to do so.

### **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.

### **Paid Leave Offset**

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [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 shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

### **Reimbursement of Leave Upon Separation**

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

An employee who separates from employment with the District shall be eligible for reimbursement for local leave when:

- The employee's separation from employment is voluntary, and
- The employee is retiring under the Teacher Retirement System (TRS), or

Reimbursement for Leave Upon Retirement  
Policy DEC Local

District	County	DEC Policy Page	Description	Days	Type	Notes	Rate	Note
Brownsville ISD	Cameron	page 7 of 8	Reimbursement of Leave Upon Separation	30 Days	Local	Board Approved Rate (Daily)	Daily	
Harrington CISD	Cameron	page 8 of 9	Buyback at Retirement for Employees Other Than Teachers	30 Days	Local		\$100 Certified / \$ 50 Classified	30+ Years (Days x 33.33% of Daily) 25-29 Years (Days x 25.00% of Daily) 20-24 Years (Days x 20.00% of Daily) 15-19 Years (Days x 16.67 of Daily) 20+ Years (Days x \$80 or \$40) 10-19 Years (Days x \$60 or \$30) 1-9 Years (Days x \$50 / \$25)
La Feria ISD	Cameron	page 6 of 6	Reimbursement for Leave Upon Retirement	All Days	State	Board Approved Rate	% of Daily Rate based on years	
Los Fresnos CISD	Cameron	page 7 & 8 of 9	Reimbursement for Unused Leave Upon Retirement	30 Days	State & Local	Formula	Formula	
Poind Isabel ISD	Cameron	page 6 of 6	Reimbursement for Leave Upon Retirement	All Days	State & Local		Highest Substitute Pay	
Rio Hondo ISD	Cameron	page 5 of 5	Reimbursement for Leave Upon Retirement	30 Days	Local	Board Approved Rate	\$120 per day	
San Benito CISD	Cameron	page 6 & 7 of 7	Reimbursement for Leave Upon Separation	30 Days Max Combined	State & Local	Board Approved Rate	\$100 Auxiliary / \$150 Professional	
Edinburg ISD	Hidalgo	page 7 of 7	Reimbursement for Leave Upon Retirement	All Days	State & Local		Max 50% x Daily Rate	
Hidalgo ISD	Hidalgo	page 6 of 7	Reimbursement for Leave Upon Retirement	All	State		Highest Substitute Pay	
La Joya ISD	Hidalgo	page 6 of 6	Reimbursement for Leave Upon Retirement	60 Max	State / Local	Board Established Rate	Classified \$40 / Certified \$100	
McAllen ISD	Hidalgo	page 6 of 6	Reimbursement for Leave Upon Retirement	75 Days max	State & Local	Board Established Rate	\$125 Certified / \$ 70 Classified	
Mercedes ISD	Hidalgo	page 6 & 7 of 7	Reimbursement for Leave Upon Retirement	40 / 5	State & 5 Local Classified: 80 Days	Board Established Rate	% of Daily Rate	Certified: \$60 per day max \$6,000 Classified: \$30 per day max \$3,000
Mission ISD	Hidalgo	page 7 & 8 of 8	Reimbursement for Leave Upon Retirement or Death	100 Max	State / Local	Board Established Rate	\$100 Certified / \$50 Classified	
PSJA ISD	Hidalgo	page 9 of 9	Reimbursement for Leave Upon Retirement	All	Local	Formula & Board Apprv. Rate	\$ 50 per Day	
Sharyland ISD	Hidalgo	page 7 of 7	Reimbursement for Leave Upon Separation	20 Days	Local		\$100 Certified / \$ 60 Classified	
Weslaco ISD	Hidalgo	page 6 & 7 of 7	Reimbursement for Leave Upon Retirement	60 Max	State		\$125 Certified / \$ 75 Classified	
Rio Grande City ISD	Starr	page 6 of 6	Reimbursement for Leave Upon Retirement	100 Max	State / Local	Board Established Rate	% of Daily Rate	
Laredo ISD	Webb	page 5 & 6 of 8	Buyback of Accrued Sick Leave at Retirement	40 Days	40 State & 40 Local Certified: 40 State & 40 Local	Formula	Formula	
United ISD	Webb	page 11 & 12 of 14	Reimbursement for Leave Upon Retirement	80 Days	80 Days		% of Daily Rate	
Raymondville ISD	Willacy	page 7 of 8	Reimbursement for Leave Upon Retirement	40 Max	Local		\$100 Certified / \$ 50 Classified	

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

The District shall designate the use of temporary disability if the employee is unable or unavailable to do so.

**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. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

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**

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage [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 shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

**Reimbursement of  
Leave Upon  
Separation**

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

An employee who separates from employment with the District shall be eligible for reimbursement for local leave when:

- The employee's separation from employment is voluntary, and
- The employee is retiring under the Teacher Retirement System (TRS), or
- The employee died while employed by the District.

The employee must request reimbursement within 60 days after the effective date of retirement from TRS or the employee's designated beneficiary must request reimbursement within 60 days after the death of the employee.

The employee shall be reimbursed one time only for each day of local leave, to a maximum of 30 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.

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.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

bought back by the District. The District may compensate eligible teachers prospectively for up to 60 days of local leave.

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.

**Buyback at Retirement for Employees Other Than Teachers**

Unused local leave days may be bought back by the District. Upon retirement, personnel employed by the District at least ten consecutive years may receive up to 30 days of compensation at \$100 per day for professional employees and \$50 per day for nonprofessional employees for unused local leave. Unused local leave days may be bought back by the District. The District may compensate eligible employees prospectively for up to 30 days of local leave.

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.

**Teacher Attendance Incentive Program**

The District shall pay classroom teachers who are certified and teach at least four hours or 60 percent of the school day (as defined by SBOE rules) an award for no absences during the quarter under the attendance incentive program. Classroom teachers eligible to receive this award shall receive a check to be distributed at the campus level for quarters one through three. Classroom teachers eligible to receive this award in the fourth quarter shall receive payment in their July paycheck. For the purposes of the teacher attendance incentive program, each quarter shall include all working and staff development days designated for teaching staff during their contract period.

Teachers receiving perfect attendance for all four quarters in the same school year are eligible for one of the following incentives:

1. The District may compensate teachers with perfect attendance a set amount in exchange for five days of local leave; or
2. Teachers with perfect attendance for the school year may choose to bank up to five days of local leave with a cumulative maximum of 60 local days.

Jury duty, compliance with a subpoena, leave to conduct school business, nondesignated staff development, and religious holy days shall not be counted as absences for purposes of the attendance incentive program.

**Bus Driver Attendance Incentive Program**

The District shall pay full-time bus drivers an award for no absences during the semester under the bus driver attendance incentive program.

**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  
Retirement**

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

An employee who retires from the District shall be eligible for reimbursement for state leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee has at least 15 years of service with the District.

The employee shall be reimbursed for each day of state 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.

## Mark A. Stevens

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**From:** Alejandro Cespedes <Alejandro.Cespedes@laferia.sd.org>  
**Sent:** Thursday, December 20, 2018 9:57 AM  
**To:** Mark A Stevens  
**Subject:** RE: DEC Local Pol.cy

That's correct, their daily rate based on their contract for the year of resignation.

### Alex Cespedes

Business Manager – La Feria ISD  
Phone: (956) 797-8306  
[alejandrosespedes@laferiaisd.org](mailto:alejandrosespedes@laferiaisd.org)

**From:** Mark A. Stevens [mailto:mastevens@bisd.us]  
**Sent:** Thursday, December 20, 2018 9:56 AM  
**To:** Alejandro Cespedes <Alejandro.Cespedes@laferiaisd.org>  
**Subject:** RE: DEC Local Policy

The rate is a percentage of their daily rate?

Mark A. Stevens, M.B.A.  
*Human Resource Specialist (BECHS, BAC, BLA HS, BLA MS & Lincoln Park)*  
Brownsville Independent School District  
Human Resources Department  
Ph: (956) 698-1247  
Fax: (956) 548-8142  
E-mail: [mastevens@bisd.us](mailto:mastevens@bisd.us)

**From:** Alejandro Cespedes <Alejandro.Cespedes@laferiaisd.org>  
**Sent:** Thursday, December 20, 2018 9:53 AM  
**To:** Mark A. Stevens <[mastevens@bisd.us](mailto:mastevens@bisd.us)>  
**Subject:** RE: DEC Local Policy

Good morning Mark,

I apologize for the delay in my response, we've been busy with our auditors. In regards to your questions for compensating employees upon retirement:

1. Yes we only reimburse retiree employees for state days, not local leave accrued.
2. The certified rate we use is based on number of years with the district. Please see below. The rate is taken to the board annually for approval.

Rate Table		
Years' Experience w/District	Fraction	Rate
30+ Years	1/3	33.3333%
25-29 Years	1/4	25.0000%
20-24 Years	1/5	20.0000%
15-19 Years	1/6	16.6667%

Thanks,

**Alex Cespedes**  
Business Manager – La Feria ISD  
Phone: (956) 797-8306  
[alejandro.cespedes@laferiaisd.org](mailto:alejandro.cespedes@laferiaisd.org)

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**From:** Mark A. Stevens [<mailto:mastevens@bisd.us>]  
**Sent:** Thursday, December 20, 2018 9:08 AM  
**To:** Alejandro Cespedes <[Alejandro.Cespedes@laferiaisd.org](mailto:Alejandro.Cespedes@laferiaisd.org)>  
**Cc:** Antonio Aguilar <[Antonio.Aguilar@laferiaisd.org](mailto:Antonio.Aguilar@laferiaisd.org)>  
**Subject:** DEC Local Policy

Good Morning.

My name is Mark A. Stevens from Brownsville I.S.D.

I am working on a project on behalf of our School Board. I am researching how other Districts compensate their employee leaves upon separation (retirement). Your District mentions you pay them for all of their State Days at a Board Approved Rate.

Questions:

1. Do you only reimburse them for State Days? What about Local Leave?
2. What Rate do you use (Certified / Classified)?

Any help would be greatly appreciated.

Happy Holidays.

If you can, please provide information today. I called yesterday and left a message.

Mark S.

Mark A. Stevens, M.B.A.  
*Human Resource Specialist (BECHS, BAC, BLA-HS, BLA-MS & Lincoln Park)*  
Brownsville Independent School District  
Human Resources Department  
Ph: (956) 698-1247  
Fax: (956) 548-8142  
E-mail: [mastevens@bisd.us](mailto:mastevens@bisd.us)

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**COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES**

**DEC  
(LOCAL)**

- Certified Personnel** The following guidelines shall apply to certified personnel:
1. Each employee retiring after 20 or more years of District employment shall be reimbursed at a rate of \$80 per day for all state and local leave days he or she earned while employed by the District.
  2. Each employee retiring after ten years but no more than 19 years of District employment shall be reimbursed at a rate of \$60 per day for all state and local leave days he or she earned while employed by the District.
  3. Each employee retiring after one year but no more than nine years of District employment shall be reimbursed at a rate of \$50 per day for all state and local leave days he or she earned while employed by the District.
- Classified Personnel** The following guidelines shall apply to classified personnel:
1. Each employee retiring after 20 or more years of District employment shall be reimbursed at a rate of \$40 per day for all state and local leave days he or she earned while employed by the District.
  2. Each employee retiring after ten years but no more than 19 years of District employment shall be reimbursed at a rate of \$30 per day for all state and local leave days he or she earned while employed by the District.
  3. Each employee retiring after one year but no more than nine years of District employment shall be reimbursed at a rate of \$25 per day for all state and local leave days he or she earned while employed by the District.
- Payment for Unused Leave Upon Death of an Employee** Upon the death of an employee during his or her period of employment with the District, the District shall make payment to the estate of that employee for any unused state and local leave earned while employed by the District. To facilitate payment to the employee's estate, a written request must be submitted to the Superintendent or designee.
- Certified Personnel** The following guidelines shall apply to certified personnel:
1. For an employee whose death occurs after 20 or more years of District employment, a payment shall be made, at a rate of \$80 per day, for all state and local leave days he or she earned while employed by the District.
  2. For an employee whose death occurs after ten years but no more than 19 years of District employment, a payment shall

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

<b>End of Semester Leave</b>	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]
<b>Failure to Return</b>	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]
<b>Temporary Disability Leave</b>	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition certified by a health-care provider shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p>
<b>Workers' Compensation</b>	<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. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]</p> <hr/> <p>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.</p> <p>An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.</p>
<b>Court Appearances</b>	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.
<b>Payment for Unused Leave Upon Retirement</b>	An employee who retires from the District shall be eligible for reimbursement for unused state and local leave earned while employed with the District. To receive this benefit, the employee must be retiring from full-time employment and shall initiate the request for payment within 30 days of his or her last day of employment with the District. Payment shall not be made if the person is employed elsewhere within the first 30 days following the last day of employment with the District.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

be made, at a rate of \$60 per day, for all state and local leave days he or she earned while employed by the District.

3. For an employee whose death occurs after one year but no more than nine years of District employment, a payment shall be made, at a rate of \$50 per day, for all state and local leave days he or she earned while employed by the District.

Classified  
Personnel

The following guidelines shall apply to classified personnel:

1. For an employee whose death occurs after 20 or more years of District employment, a payment shall be made, at a rate of \$40 per day, for all state and local leave days he or she earned while employed by the District.
2. For an employee whose death occurs after ten years but no more than 19 years of District employment, a payment shall be made at a rate of \$30 per day for all state and local leave days he or she earned while employed by the District.
3. For an employee whose death occurs after one year but no more than nine years of District employment, a payment shall be made at a rate of \$25 per day for all state and local leave days he or she earned while employed by the District.

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent

**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  
Retirement**

The following leave provisions shall apply to state and local leave earned in the District beginning on the original effective date of this program

An employee who retires from the District shall be eligible for reimbursement for state and local leave so long as the employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.

The employee shall be reimbursed for each day of state and local leave, in accordance with the following:

1. An exempt employee [see DEAB], including any professional employee, shall be reimbursed for each day of unused leave at the highest adopted rate of substitute pay
2. A nonexempt employee shall be reimbursed for each day of unused leave at 50 percent of the highest adopted rate of substitute pay

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.

**COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES**

**DEC  
(LOCAL)**

**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 Retirement** The following leave provisions shall apply to local leave earned beginning on the original effective date of this program.

An employee who retires from the District shall be eligible for reimbursement for local leave so long as the employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.

The employee shall be reimbursed for each day of unused local leave, to a maximum of 30 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.

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.

**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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**Paid Leave Offset**

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 available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [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.

**Reimbursement for  
Leave upon  
Separation**

The following leave provisions shall apply to state and local leave earned beginning on the original effective date of this program. The employee shall work through the last workday as established by the District calendar of the school year.

A full-time employee who separates from service with the District shall be eligible for reimbursement for local leave under the following conditions:

1. If retiring, the employee must be eligible for retirement under applicable Texas Teacher Retirement System (TRS) guidelines.
2. If resigning, the employee must have ten years of consecutive service with the District immediately preceding the resignation.
3. If separation is due to a reduction in force or District reorganization, the employee must have 15 years of consecutive service with the District.
4. If retiring or resigning, the employee must provide advance written notice of intent to separate.

An employee who separates from service due to job abandonment, not fulfilling contractual obligations, temporary employment, and/or termination shall not be eligible for reimbursement of local leave.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

The employee shall be reimbursed for each day of state and/or local leave, not to exceed 30 days total combined of state and/or local leave. The rate of reimbursement shall be equivalent to \$100 for auxiliary employees and \$150 for professional employees. 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.

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

[For policy on modified duty for an employee on workers' compensation, see DK(LOCAL) and DK(REGULATION).]

**Attendance Incentive** A 187-day full-time District employee who does not miss work for the entire semester shall receive a \$125 stipend at the end of each semester (January and June). All other full-time employees shall be paid in January and the month after their contract ends.

All absences, including use of state sick leave and state personal leave and any local leave, shall be considered in determining eligibility for the attendance incentive.

**Reimbursement for Leave Upon Retirement** The following leave provisions shall apply to state and local leave earned beginning on the original effective date of this program.

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

1. The employee is at least 50 years old.
2. The employee has at least 30 years of service with at least ten consecutive years of service with the District.
3. The employee's retirement from employment is voluntary, i.e., the employee is not being discharged or nonrenewed.

The employee shall be reimbursed for each day of state and local leave, to a maximum of 50 percent of the unused local and state days, at the employee's daily rate. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

**Uniform Absence Policy** The District shall take all necessary steps to terminate the employment of any employee who has exhausted all available leave under District policy if the employee is subsequently absent from duty for five or more days within the course of the same school year. Before making a final decision to terminate employment based on absences after all leave is exhausted, the District shall consider the employee's eligibility for reasonable accommodation of a disability under the Americans with Disabilities Act. [See DAA] This policy shall not require the District to maintain the employment of any person who is incarcerated in a federal, state, or local correctional institution.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

forwarded to the Superintendent or designee as a request for temporary disability leave.

An employee's request for FMLA leave due to the employee's own serious medical condition shall also be deemed to be a request for temporary disability leave if the employee is eligible for temporary disability 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. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

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

**Annual  
Reimbursement of  
Leave / Wellness  
Incentive**

All employees shall receive an annual reimbursement of unused state and local leave to a maximum of ten days per school year as follows:

1. \$30 per day for ten unused days
2. \$25 per day for six to nine unused days
3. \$20 per day for one to five unused days

Days that are reimbursed shall not be deleted from the employee's accrued total and shall be available to that employee for use in the District. Payment shall be made at the end of the school year in the June or July paycheck

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

**Reimbursement for  
Leave Upon  
Retirement**

The following leave provisions shall apply to state leave earned beginning in the 1993-94 school year. State sick leave accumulated prior to the 1992-93 school year shall not be eligible for reimbursement.

A professional employee who separates from employment with the District shall be eligible for reimbursement for state leave earned while employed in the District under the following conditions

1. The professional employee's retirement is voluntary, i.e., the employee is not being discharged or non-renewed.
2. The professional employee provides advance written notice of intent to retire. A professional employee must provide timely written notice at least 30 days before the last day of employment.
3. The professional employee has at least five years of service with the District.

The professional employee shall be reimbursed for each day of eligible state leave. The rate of pay shall be the highest daily rate paid to a substitute during the year earned. The professional employee's service records shall reflect that any leave reimbursed under this policy is no longer available to the 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.

#### Uniform Absence Policy

The District shall take all necessary steps to terminate the employment of any employee who has exhausted all available leave under District policy if the employee is subsequently absent from duty for five or more days within the course of the same school year. Before making a final decision to terminate employment based on absences after all leave is exhausted, the District shall consider the employee's eligibility for reasonable accommodation of a disability under the Americans with Disabilities Act [See DAA]

This policy shall not require the District to maintain the employment of any person who is incarcerated in a federal, state, or local correctional institution.

COMPENSATION AND BENEFITS  
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(LOCAL)

**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

**Paid Leave Offset**

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [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

**Reimbursement for  
Leave upon  
Retirement**

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

An employee who retires from employment with the District shall be eligible for reimbursement of state and local leave under the following conditions

- 1 The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed
- 2 The employee provides advance written notice of intent to retire from employment
- 3 The employee has at least five years of service with the District

The employee shall be reimbursed for each day of state and local leave, 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.

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

**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 Retirement**

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

An employee who retires from the District shall be eligible for reimbursement for state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 60 calendar days before the last day of employment. Noncontract employees must provide written notice at least 14 calendar days before the last day of employment; and
3. The employee has at least ten years of service with the District.

The employee shall be reimbursed for each day of unused state and local leave, to a maximum of 75 days, at a rate established by the Board.

The reimbursement 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.

If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

**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.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

	<p>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.</p>
Paid Leave Offset	<p>An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage [See CRE]</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> <p>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.</p>
Reimbursement for Leave upon Retirement	<p>The following leave provisions shall apply to state and local leave earned beginning on the original effective date of this program</p> <p>An employee who has at least seven years of consecutive service and retires from the District shall be eligible for reimbursement for state and local leave</p> <p>The employee shall be reimbursed for each day of unused state and local leave at a rate established by the Board</p>
Rate for Professional Employees	<p>A professional employee who retires meeting the eligibility criteria shall be paid for accumulated leave to a maximum of 40 days of state leave and five days of local leave at the following prorated schedule.</p> <ol style="list-style-type: none"><li>1 Five days of state leave at 100 percent of the daily base rate</li><li>2 Ten days of state leave at 75 percent of the daily base rate</li><li>3 Twenty-five days of state leave at 50 percent of the daily base rate and,</li><li>4 Five days of local leave at \$100 per day without limit</li></ol>
Rate for Paraprofessional and Auxiliary Employees	<p>A paraprofessional or auxiliary employee who retires meeting the eligibility criteria shall be paid for accumulated leave to a maximum of 80 days of leave as follows</p> <ol style="list-style-type: none"><li>1 First ten days at 100 percent of the daily rate of base and longevity pay</li><li>2 Next 15 days at 75 percent of the daily rate of base and longevity pay and</li></ol>

- 3 Next 55 days at 50 percent of the daily rate of base and longevity pay.
- Death of Employee The plan shall also apply to employees who die while employed by the District, regardless of their length of employment, with payment made to the designated beneficiary.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

	<p>An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.</p>
<b>Court Appearances</b>	<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> <p>Absences due to court appearances for personal business shall be deducted from the employee's personal leave or shall be taken as leave without pay.</p>
<b>Reimbursement for Leave Upon Retirement or Death</b>	<p>The following leave provisions shall apply to state and local leave earned beginning on the original effective date of this program.</p> <p>An employee who retires from the District shall be eligible for reimbursement for state and local leave under the following conditions:</p> <ol style="list-style-type: none"><li>1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.</li><li>2. The employee has at least ten continuous years of service with the District immediately preceding separation.</li><li>3. The employee is retiring under the Texas Teacher Retirement System (TRS).</li></ol> <p>The employee shall be reimbursed for each day of state and local leave, to a maximum of 100 days. Professional employees shall be reimbursed at the rate of \$60 per day to a maximum of \$6,000. All other employees shall be reimbursed at the rate of \$30 per day to a maximum of \$3,000. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.</p> <p>The reimbursement described above shall also be paid to the estate of a deceased person who, at the time of death, was a District employee and was otherwise eligible for the benefit by virtue of ten continuous years of service with the District immediately prior to the date of death.</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>
<b>Uniform Absences Policy</b>	<p>The District shall take all necessary steps to terminate the employment of any employee who has exhausted all available leave under District policy if the employee is subsequently absent from duty for five or more days within the course of the same school year. Before making a final decision to terminate employment based on absences after all leave is exhausted, the District shall consider the employee's eligibility for reasonable accommodation.</p>

of a disability under the Americans with Disabilities Act [See DAA]  
This policy shall not require the District to maintain the employment  
of any person who is incarcerated in a federal, state, or local cor-  
rectional institution.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

**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 Retirement** The following leave provisions shall apply to local leave earned beginning on the original effective date of this program

An employee who separates from employment with the District shall be eligible for reimbursement for local leave under the following conditions:

- 1 The employee is retiring under TRS or under the Employee Retirement System of Texas
- 2 The employee has at least ten continuous years of service with the District.

If the employee is reemployed with the District days for which the employee received payment shall not be available to that employee

**Reimbursement Plans** Local leave accumulated prior to September 1, 2010 shall be reimbursed at the employee's daily rate of pay as of the 2009-10 school year for 50 percent of the number of days accumulated

Local leave accumulated after September 1, 2010 shall be reimbursed at the rate of \$100 per day for professional employees and \$50 per day for paraprofessional/auxiliary employees

<b>Court Appearances</b>	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.
<b>Reimbursement for Leave Upon Separation</b>	<p>The following leave provisions shall apply to local leave earned beginning on the original effective date of this program.</p> <p>A contract employee who separates from employment with the District shall be eligible for reimbursement for local leave under the following conditions:</p> <ol style="list-style-type: none"><li>1 The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged or nonrenewed.</li><li>2 The employee shall notify the human resources department in writing no later than March 1 of the employee's intention to separate from employment at the end of the school year</li><li>3 The employee completes the current yearly contract</li></ol> <p>The employee shall be reimbursed for each day of local leave to a maximum of 20 days, at a rate of \$50 per local leave day. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.</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>
<b>Termination of Employment</b>	An employee's physical presence at work is an essential part of each employee's job with the District. The District recognizes that when an employee is absent, the employee may have available types and categories of leave available through District policy, Texas law, or federal law. If an employee is absent from work after exhausting all available leave, the employee cannot perform an essential function of his or her job and may be subject to termination.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

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.]</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	<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. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]</p> <hr/> <p>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.</p>
Paid Leave Offset	An employee eligible for workers' compensation income benefits and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage [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
Reimbursement for Leave Upon Retirement	<p>The following leave provisions shall apply to state leave earned beginning on the original effective date of this program.</p> <p>An employee who retires from the District under the Teacher Retirement System (TRS) shall be eligible for reimbursement for state leave under the following conditions</p>

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 30 days before the last day of employment. Non-contract employees must provide written notice at least two weeks before the last day of employment.

The employee shall be reimbursed for each day of state leave, to a maximum of 60 days, at the following rates:

1. Professional employees \$100 per leave day
2. Paraprofessional/auxiliary employees \$60 per leave day

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.

If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

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

**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  
Retirement**

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

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

- 1 The employee's retirement is voluntary i.e., the employee is not being discharged or nonrenewed
- 2 The employee has at least five years of service with the District

The employee shall be reimbursed for each day of state and local leave to a maximum of 100 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.

The reimbursement shall also be paid to the estate of a deceased person who, at the time of death, was a District employee and was otherwise eligible for the benefit immediately prior to the date of death

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

COMPENSATION AND BENEFITS  
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Resignation	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of the employee benefits contribution made by the District during the period in which such leave was taken as unpaid leave
Unauthorized Absence	<p>An employee may be terminated when he or she</p> <ol style="list-style-type: none"><li>1. Is released by a doctor to return to work but fails to contact the District's department of human resources to pursue a work assignment</li><li>2. Is unable to report to work and fails to request or extend a leave of absence, or</li><li>3. Is unable to report to work and has no earned paid leave available and, if eligible to apply for leave of absence does not request a leave.</li></ol>
Frequent or Prolonged Absence	<p>All absences in excess of ten days during a semester shall be investigated by the immediate supervisor, who shall take appropriate action as required by District guidelines</p> <p>Supervisors shall report absences for individuals in excess of 20 days in a school year to the Superintendent or designee who shall take whatever action is deemed appropriate. Such action may result in disciplinary action including termination of employment</p>
Tardiness	Employees are expected to arrive at work at the time designated by their supervisors. Unexcused or excessive tardiness may result in disciplinary action, including termination of employment
Buyback of Accrued Sick Leave at Retirement	<p>The District shall buy back accrued unused sick leave from employees when they retire from the District with full benefits under the Teacher Retirement System (TRS). [See RATE FOR PROFESSIONAL EMPLOYEES and RATE FOR PARAPROFESSIONAL AND AUXILIARY EMPLOYEES, below] Buyback of accrued leave shall be at the rates established in the District's approved pay plan, without local increments</p> <p>This one-time only benefit shall be available to employees who have served at least ten consecutive years in the District, however, the plan shall also apply to employees who die while employed by the District, regardless of the length of their employment, with payment made to the designated beneficiary</p>
Rate for Professional Employees	<p>A professional employee who retires meeting the eligibility criteria specified above shall be paid for accumulated leave to a maximum of 40 days of state leave and 40 days of local sick leave at the following prorated schedule</p> <ol style="list-style-type: none"><li>1. Five days of state leave at 100 percent of the daily base rate.</li></ol>

COMPENSATION AND BENEFITS  
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2. Ten days of state leave at 75 percent of the daily base rate.
  3. Twenty-five days of state leave at 50 percent of the daily base rate; and
  4. Forty days of local sick leave at \$100 per day.
- Rate for Para-Professional and Auxiliary Employees** A paraprofessional or auxiliary employee who retires meeting the eligibility criteria specified above shall be paid for accumulated leave to a maximum of 80 days of leave as follows:
1. First ten days at 100 percent of the daily rate of base and longevity pay.
  2. Next 15 days at 75 percent of the daily rate of base and longevity pay; and
  3. Next 55 days at 50 percent of the daily rate of base and longevity pay.
- Sick Leave Bank** A sick leave bank shall be established and made available to all employees who are eligible for membership in TRS. The Superintendent or designee shall develop regulations regarding the operation of the sick leave bank which shall address membership, contribution of days, application procedures, granting leave, eligibility for withdrawing leave days, and procedures required for the operation of the bank. These regulations shall be reviewed by the Board and shall be referred to as the "Sick Leave Bank Handbook."
- Noncontract Days** Administrator and/or special assignment professional employees who are employed for 220 days or more per year may request the use of noncontract days throughout the year. Prior approval for use of noncontract days shall be obtained from the employee's immediate supervisor. Any other requests shall be approved by the Superintendent or designee.
- Military Leave** A District employee who is a member of the state military forces or the reserve component of the United States Armed Forces, and who assumes active duty with the Armed Forces during a school year, shall be granted compensation for the remainder of the school year and for the subsequent school year while on active duty in accordance with the following:
1. Upon expiration of the 15 days of full salary benefit per federal fiscal year provided in accordance with law, the employee shall receive compensation from the District to the extent that his or her military pay is less than the expected school year compensation from the District. [See also DECB(LEGAL)]

	<p>ternate position no later than the beginning of the next school year. For the duration of time a position is not available, the employee shall remain in an unpaid status after exhausting all available leave.</p>
<p><b>Working While on Leave</b></p>	<p>With the exception of noncontract and/or paid vacation leave, while on any type of leave status with the District, the employee may not perform work in any capacity except as approved by the assistant superintendent of human resources or designee as part of an approved return-to-work or transitional duty assignment at the District</p> <p>Working during a leave of absence shall be considered a violation of the District's leave policy and may be grounds for immediate termination of at-will employees or recommendation of termination for contract employees</p>
<p><b>Court Appearances</b></p>	<p>Absences due to compliance with a valid subpoena for District-related business 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> <p>Absences for court appearances related to the employee's personal business shall be deducted from the employee's leave balance or taken as leave without pay</p>
<p><b>Reimbursement for Leave Upon Retirement</b></p>	<p>The following leave provisions shall apply to state/local leave earned beginning on the original effective date of this program</p> <p>An employee who retires from the District under the Texas Teacher Retirement System (TRS) or the designated beneficiary of an otherwise eligible employee who passes away while employed by the District shall be eligible for reimbursement of state and local leave if the employee has at least ten consecutive years of service with the District</p> <p>The reimbursement rate shall be established based on the District's approved base pay plan; stipends and extra duty pay shall not be included. The reimbursement shall be a one-time-only benefit for the eligible employee</p> <p>The reimbursement rates established by the Board shall remain 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>
<p><b>Professional Employee Rate</b></p>	<p>A professional employee shall be reimbursed for each day of state/local leave, to a maximum of 40 days of state leave and 40 days of local leave. If the employee is reemployed with the District, days for which the employee received payment shall not be availa-</p>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

ble to that employee. Leave shall be reimbursed according to the following prorated schedule.

1. Five days of state leave at 100 percent of the employee's daily base rate;
2. Ten days of state leave at 75 percent of the employee's daily base rate;
3. Twenty-five days of state leave at 50 percent of the employee's daily rate; and
4. Forty days of local leave at \$100 per day.

Para-Professional  
and Auxiliary  
Employee Rate

A paraprofessional or auxiliary employee shall be reimbursed for each day of state/local leave, to a maximum of 80 days of leave. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee. Leave shall be reimbursed according to the following pro-rated schedule:

1. The first ten days of leave at 100 percent of the employee's daily base rate.
2. The next 15 days of leave at 75 percent of the employee's daily base rate; and
3. The next 55 days of leave at 50 percent of the employee's daily base rate.

Absence Reporting

With the exception of an approved leave of absence, an employee shall notify his or her immediate supervisor prior to an absence, or as soon as practical in the event of an emergency, so that a substitute can be secured if necessary. Notification to the employee's immediate supervisor shall be in accordance with administrative, campus, and department regulations. An employee shall also notify his or her immediate supervisor if the employee is going to be late for work for any reason. An employee absent beyond five consecutive workdays, except for vacation, shall apply for a leave of absence. Failure to apply for a leave of absence shall constitute grounds for disciplinary action up to and including termination.

Sanctions for Abuse

All employee leave shall be provided for the specific purpose stipulated in this policy. It is not intended to be used as a vacation or for mere convenience. Except for discretionary use of state personal leave, documentation may be required for any absence at the discretion of the Superintendent or designee. Abuse of the employee leave program, misrepresentation of the need to use leave, or falsification of a document from a health-care provider is a violation of District policy and may result in disciplinary action up to and includ-

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**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. [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

Absences for court appearances related to an employee's personal business, when no valid subpoena has been issued to the employee for the legal matter, shall be deducted from the employee's available leave balance or shall be taken as leave without pay if no applicable leave is available

**Religious  
Observances**

Leave may be granted by the Superintendent to employees for observance of their religious holidays not already covered by the school calendar. Requests for leave for religious observances must be submitted at least five workdays prior to the first day of the leave.

**Reimbursement for  
Leave Upon  
Retirement**

The following leave provisions shall apply to local leave earned beginning on the original effective date of this program

An employee who retires from the District shall be eligible for reimbursement for local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 90 days after the last day of employment. Non-contract employees must provide written notice at least two weeks before the last day of employment

The employee shall be reimbursed for each day of local leave, to a maximum of 40 days, at a rate of \$100 per day for professional employees and \$50 per day for all other employees. If the employee is reemployed with the District, days for which the employee

received payment shall not be available to that employee. The employee must request reimbursement within 60 days after the effective date of his or her retirement from TRS.

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.

**Uniform Absence**

The District shall take all necessary steps to terminate the employment of any employee who has exhausted all available leave under District policy if the employee is subsequently absent from duty for five or more days within the course of the same school year. Before making a final decision to terminate employment based on absences after all leave is exhausted, the District shall consider the employee's eligibility for reasonable accommodation of a disability under the Americans with Disabilities Act. (See DAA) This policy shall not require the District to maintain the employment of any person who is incarcerated in a federal, state, or local correctional institution.

## *Current with BISD Changes*

### ASSIGNMENT AND SCHEDULES

DK  
(LOCAL)

#### **Superintendent's Authority**

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

#### **Supervising Relatives**

District employees in a supervisory capacity shall not be permitted to supervise other employees at the assigned work location if the employees are related as defined in DBE(LEGAL) by consanguinity (blood) kinship or by affinity (marriage) kinship.

#### **Campus Assignments**

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

#### **Interim Positions**

All employees placed in an interim position will be qualified and meet the minimum requirements for the position.

All interims will have the opportunity to apply and be considered for the position.

#### **Supplemental Duties**

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

#### **Work Calendars and Schedules**

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.



*Current with BISS Changes*

PERFORMANCE APPRAISAL

DN  
(LOCAL)

<b>General Principles</b>	All District employees shall be periodically appraised in the performance of their duties. The District's employee evaluation and appraisal system shall be administered consistent with the general principles set out below.
<b>Criteria</b>	The employee's performance of assigned duties and other job-related criteria shall provide the basis for the employee's evaluation and appraisal. Employees shall be informed of the criteria on which they will be evaluated.
<b>Performance Review</b>	Evaluation and appraisal ratings shall be based on the evaluation instrument and cumulative performance data gathered by supervisors throughout the year. Each employee shall have at least one evaluative conference annually, except as otherwise provided by policy, to discuss the written evaluation and may have as many conferences about performance of duties as the supervisor deems necessary. [See also DNA and DNB]
<b>Documentation and Records</b>	Appraisal records and forms, reports, correspondence, and memoranda may be placed in each employee's personnel records to document performance.
<b>Employee Copy</b>	All employees shall receive a copy of their annual written evaluation.
<b>Evaluation Report</b>	<u>The school board shall receive on an annual basis, a report from the Human resource department of all level 5 and above department and school administrators who receive an evaluation for that current year.</u>
<b>Complaints</b>	Employees may present complaints regarding the evaluation and appraisal process in accordance with the District's complaint policy for employees. [See DGBA]



## Current with BISD Changes

STUDENT CONDUCT  
PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES

FNCE  
(LOCAL)

**Note:** For searches of personal telecommunications devices or other personal electronic devices, see FNF.

### Definition of Personal Telecommunication Device

Definition of Telecommunication Device” means a privately owned wireless and/or portable electronic hand held equipment that includes, but is not limited to, existing and emerging mobile communication systems and smart technologies, portable internet devices, Personal Digital Assistants (PDAs), hand held entertainment systems or portable information technology systems that can be used for word processing, wireless Internet access, image capture/recording, gaming, sound recording an information transmitting/receiving/storing, etc. (Student Code of Conduct pg. 17)

### Personal Use Telecommunications Devices

~~An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable campus rules.~~

~~The District shall not charge a fee for the release of a personal telecommunications device. In accordance with the student handbook, the student or the student’s parents may retrieve a device after receiving notification from the District.~~

~~The District shall not dispose of the personal telecommunications device. Devices that are not retrieved shall be stored according to administrative regulations.~~

### Other Electronic Devices

~~Guidelines regarding other personal electronic devices shall be addressed in the student handbook.~~

### Instructional Use

A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]

### Non-Instructional Use

Students who choose to bring their own electronic device (BYOD), may use a cell phone before or after school while on school property. Non-Instructional Use Zones will be established by campus administration for students to use their electronic devices in a manner which adheres to district policy.

High school students may use a cell phone during lunchtime.

*Current with BISD Changes*

STUDENT CONDUCT  
PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES

FNCE  
(LOCAL)

Consequences of  
Misuse

An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable campus / district rules.

In accordance with the student handbook, the student or the student's parents may retrieve a device after receiving notification from the District. The District shall release the confiscated device to the parent/guardian free of charge.

The District shall not dispose of the personal telecommunications device. Devices that are not retrieved shall be stored according to administrative regulations.

Guidelines regarding other personal electronic devices shall be addressed in the student handbook.