

# Board of Trustees

## Executive Summary of Board Agenda Item

Meeting Date: November 2021

Subject/Title for Agenda Posting:

**Discussion and recommendation to approve TASB Policy Update 117**

Justification Statement:

To update legal and local policies online through Update 117

Purpose of Agenda Item:

☒ Information ☒ Discussion ☒ Action

Item Type:

☐ Curriculum & Instruction ☐ HumanResources ☐ Business Services

Staff Responsible:

*Martha Carrasco*  
Signature of Requester(s)

**Chief Human Resources Officer**

*Martha Carrasco*  
Signature of Presenter(s)

**Chief Human Resources Officer**

Business Services Approval (Initials)

Date

### Agenda Summary:

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

Local Policies affected **CH, CV, DEC.**

### RECOMMENDATION:

**That Update 117 goes through 1<sup>st</sup> reading and 2nd reading, respectively.**

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

N/A

ACCOUNT NO(S):

N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

N/A

REQUESTING DEPARTMENT:

**Human Resources Division**

CONSEQUENCES OF NON-APPROVAL:

**Online Policy will not be current**

IMPLEMENTATION TIMELINE:

Immediately; 1<sup>st</sup> and 2<sup>nd</sup> readings required.

ATTACHMENT(S): ☐

- **Policy Comparison Packet.**





## (LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

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

Annotations are shown as follows.

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

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

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

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

PURCHASING AND ACQUISITION

CH  
(LOCAL)

**Purchasing  
Authority**

The Board delegates to the purchasing agent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except as otherwise provided in this policy.

The following shall not require advance approval from the Board before payment:

1. All payroll and all payroll-related payments such as Texas Teacher Retirement System (TRS), income tax withholding, contributions to employee-directed annuities and insurance policies, and other payments authorized by employees from their salaries.
2. All payments arising from or relating to the District's self-funded health plan and self-funded workers' compensation plan.
3. All regularly scheduled payments for transactions previously approved by the Board such as payments on bonds, leases for equipment and/or vehicles, and all monthly payments for utilities, telephone service, and Internet service.
4. Legal, accounting, and auditing services.
5. Payment for fuel for District vehicles.
6. Payments to other governmental entities such as the Central Appraisal District or Region 19 Education Service Center.
7. Payments on District credit cards.
8. Premiums for property and casualty insurance, general liability insurance, motor vehicle insurance, Board and employee liability insurance, and similar insurance coverage of District property and staff.
9. Payments made pursuant to contracts or agreements previously approved by the Board.

Exception for  
Emergency  
Contracts

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

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

Purchasing  
Procedures

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

Purchasing Method

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

*Competitive  
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations. 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 date and time shall not be considered. A vendor's past relationship with the District shall be part of the evaluation criteria when making the award.

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

*Competitive  
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations. Proposals received after the specified time shall not be considered. Proposals shall be opened at the date and 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. A vendor's past relationship with the District shall be part of the evaluation criteria when making the award.

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

**Responsibility for  
Debts**

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

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<b>Purchase Commitments</b>	All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.
<b>Personal Purchases</b>	District employees shall not be permitted to make purchases for personal use through the District's business office.
<b>Other Contracted Services</b>	<p>The District shall contract with firms that have sufficient resources and capabilities to provide services to the District.</p> <p>Proposals for services shall be solicited as deemed appropriate. However, a mandatory review of all firms that have served the District for five consecutive years shall be required at the end of a five-year period. At that time, the Board may direct the Superintendent to prepare and issue a request for qualifications or proposals, as appropriate for the services.</p>
<b>Debarment</b>	The Board shall protect the District's interests by ensuring that contracts and subcontracts are awarded to firms or individuals who provide the District with the best value. As one method of implementing this policy, the District may debar a vendor/contractor under the circumstances and procedures detailed below.
Successors-in-Interest	<p>A successor-in-interest shall be defined as any business entity that is substantially similar to a business entity that is or was previously debarred. A business entity that employs, or is associated with any partner, member, officer, director, responsible managing officer, or responsible managing employee, or a business entity that is or was previously debarred is a successor-in-interest.</p> <p>The District, in its sole discretion, may debar a vendor/contractor, its partners, principals, members, directors, officers, responsible managing employees, agents, successors-in-interest, and other affiliates from bidding on or entering into contracts led by the District, from participating as a subcontractor on any contract, or from providing services, materials, equipment, goods, or supplies in any contract for any one or more of the reasons listed below. A proposed debarment may include all known successors-in-interest of a business entity and is presumed to do so unless otherwise stated in the debarment decision.</p>
Grounds for Debarment	<p>Grounds for debarment shall include the following:</p> <ol style="list-style-type: none"><li>1. Unsatisfactory performance of a contract or any history of failure to perform contracted services, either with the District or elsewhere;</li><li>2. Stating an unwillingness to honor a binding bid;</li></ol>

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3. Knowingly and intentionally supplying false information in order to appear responsive to a solicitation, to obtain a contract, or to qualify for a bid performance;
4. Knowingly and intentionally conferring or offering to confer any gift, gratuity, favor, or advantage, present or future, upon any employee of the District or other governmental agency that exercises any official responsibility for an acquisition;
5. Conviction, plea of guilty or nolo contendere of any felony charge of fraud, bribery, collusion, conspiracy, payment of kickbacks, federal or state antitrust laws, or other criminal offense in connection with the bidding, award, or performance of any contract for goods and services with any state agency;
6. Any public admission to a bidding crime by a vendor/contractor, made individually or through one or more of its officers or partners;
7. Conviction of any offense that indicates a lack of moral or ethical integrity and that reasonably relates to or reflects upon the business practices of the vendor/contractor;
8. Violation of state ethics laws;
9. Failure to comply with terms and conditions of existing contracts; or
10. Disqualification of the vendor/contractor by any federal, state, or local governmental agency in Texas or other states for substantially violating any of these reasons. In such case, the period of debarment shall be the period of time as established by the governmental agency.

Period of  
Debarment

The period of a single debarment shall be no less than 12 months and no greater than 36 months. In cases of multiple offenses by the same vendor/contractor arising out of separate occurrences, the District may order additional periods of debarment, even though the total debarment period exceeds 36 months.

At the discretion of the District, a debarment of greater than 12 months may be modified, but only if it is both in the public interest and in the District's interest, as determined by the Superintendent. Mitigating circumstances that may be considered include, but are not limited to, degree of culpability, length of debarment necessary to protect the District's interests, restitution paid, cooperation with law enforcement authorities, or repudiation of any criminal or unethical activity prior to the completion of such activity.

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Debarment  
Procedures

A vendor/contractor who is debarred for fraud or dishonesty shall be afforded notice and the opportunity for a hearing prior to debarment, except where there is a criminal indictment or an ongoing civil or criminal prosecution. Where the vendor/contractor has been criminally indicted, is under ongoing civil or criminal prosecution, or if a state or federal law enforcement authority determines that holding a pre-debarment hearing would jeopardize a civil or criminal prosecution, the vendor/contractor shall be provided with a full opportunity to submit rebuttal information in lieu of a hearing.

A vendor/contractor who is debarred for any other reasons or multiple reasons may be debarred immediately but may contest such debarment in accordance with these procedures. An opportunity to rebut charges must be afforded the vendor/contractor. A vendor/contractor who is debarred both for fraud or dishonesty and other reasons not implicating fraud or dishonesty may be debarred immediately in accordance with these procedures, but only for those reasons not implicating fraud or dishonesty. Such vendor/contractor shall be afforded notice and the opportunity for a hearing prior to debarment for fraud or dishonesty.

Debarment  
Committee

The Superintendent shall establish a three-member debarment committee and shall appoint three members and three alternates of diverse ethnicities and departments. Each committee member must be fair, objective, and of the highest integrity.

Commencement  
Proceedings

Anyone, including a Board member, District employee, contractor, or vendor, may submit to the purchasing agent a complaint, proposal to debar, or information that would support the debarment of a vendor/contractor, consultant, or bidder. A copy shall also be submitted to the chief financial officer.

The purchasing agent shall be responsible for establishing a computer database for tracking all submissions. The database shall, at a minimum, contain fields for the following:

1. The name of the vendor/contractor and DBA, where applicable.
2. The official business address and telephone number of the vendor/contractor.
3. The names of all principals, members, directors, officers, responsible managing employees, agents, successors-in-interest, or other affiliates.
4. The federal employer identification number.
5. Types of work performed.



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6. Dates work was performed.
7. Dollar amount of contract.
8. Total amount paid.
9. Reasons for proposed debarment.
10. Name of complainants.
11. Dates of complaints.
12. Dates of responses, if any.
13. Disposition by debarment committee.
14. Names of the three members of debarment committee who rendered the disposition.

Notice	After the purchasing department has logged the complaint, proposal for debarment, or information that would support a debarment, the purchasing agent shall notify the vendor/contractor in writing of the proposed debarment and state with specificity the reasons for the proposed debarment. A sufficient notice may describe the irregularities on which the suspension is based in general terms without disclosing any evidence. The notice must also inform the vendor/contractor of his or her opportunity for rebuttal.
Opportunity for Rebuttal	Vendors/contractors shall have 14 calendar days to respond in writing to the proposed debarment and submit any documentation or other evidence to the purchasing department.
Conflict of Interest	<p>Any member of the debarment committee who has a direct interest; is related to any employee, representative, or officer of a vendor/contractor under consideration; or has any other conflict of interest must recuse himself/herself from participation.</p> <p>Vendors/contractors and any other person who has an interest in the outcome of the decision may not directly or indirectly communicate with any member of the debarment committee regarding the merits of the proposed debarment.</p>
Maintenance of Files	The purchasing department shall maintain all original documents and files and shall enter all vendor/contractor responses into the database prior to forwarding three packets, each containing copies of the complaint, response, and all supporting evidence to the debarment committee.
Debarment Committee Procedures	<p>The following shall apply:</p> <ol style="list-style-type: none"><li>1. For all proposed debarments not involving- allegations implicating fraud or dishonesty, the debarment committee shall:</li></ol>



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- a. Review each packet prior to deliberating proposed debarments in committee;
  - b. Deliberate each proposed debarment in a committee meeting; and
  - c. Issue a final decision to the purchasing agent who shall be responsible for entering the decision into the database and communicating the decision in writing to the vendor/contractor.
2. For all proposed debarments or suspensions involving allegations implicating fraud or dishonesty, the debarment committee shall:
  - a. Review each packet prior to deliberating proposed debarments in committee;
  - b. When there is no ongoing civil or criminal prosecution, schedule a meeting or hearing with the vendor/contractor to afford the vendor/contractor a full opportunity to present to a full committee evidence rebutting the alleged fraud or dishonesty. A full hearing shall be scheduled when the District's evidence is conflicting or not compelling. The vendor/contractor may be represented by an attorney if he or she wishes. When the vendor/contractor is represented by counsel, the District shall be represented by the office of legal services;
  - c. Obtain the signatures of all committee members, witnesses, representatives, and other participants in each meeting or hearing held; and
  - d. Issue a final decision to the purchasing agent who will be responsible for entering the decision into the database and communicating the decision in writing to the vendor/contractor.

Decision

All decisions shall be issued in writing within 15 days of receiving the vendor/contractor's rebuttal information. The decision shall include:

1. The allegations considered;
2. The evidence presented for both sides;
3. Any findings of credibility;
4. The committee's decision; and
5. The basis for the decision.

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	All decisions shall be supported by a rational basis and adequate evidence.
Referrals to Law Enforcement	Any case that may involve criminal activity shall be referred to law enforcement authorities, as appropriate, after consulting with the District's office of legal services and the special assistant to the Superintendent for public safety and loss prevention or the Superintendent.
Notification of Vendor / Contractor	The purchasing agent shall be responsible for all communications with vendors/contractors. After disposition by the debarment committee, the purchasing agent shall be responsible for communicating to the vendor/contractor the committee's final decision. The final decision shall be transmitted by facsimile and by certified and return receipt mail.
Enforcement of Debarment	When the debarment committee has issued a decision to debar the vendor/contractor, the purchasing agent shall be responsible for ensuring that debarred vendors/contractors do not participate in contracting with or supplying any goods or services to the District. Any participation of a currently debarred vendor/contractor may be grounds for the immediate termination of the purchasing agent and other purchasing department staff in accordance with District termination policies and procedures.
Appeal	<p>A debarred vendor/contractor may appeal the debarment decision to the Superintendent. The appeal must be filed within ten calendar days of the decision. If an appeal is not filed within ten calendar days of the date the decision was faxed or the date of the return receipt, whichever is earlier, the debarment committee's decision is final and there is no other recourse.</p> <p>The Superintendent shall determine whether there was a rational basis and adequate evidence for the debarment committee's decision and shall uphold the decision if there is a finding of a rational basis and adequate evidence. If the evidence is found inadequate to support the decision or there is no rational basis for the decision, the Superintendent shall, as appropriate, request additional information or reverse the debarment committee's decision. The decision of the Superintendent shall be the final. The purchasing agent shall enter the appeal and final decision into the database.</p>
Reports	The purchasing agent shall periodically distribute a report of all debarred vendors/contractors to the Board of Trustees, Superintendent, the chief financial officer, the legal services representative, and user departments.

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**Updates / Review**

This policy, along with CH(REGULATION) and the District's purchasing manual, shall be reviewed and updated at least annually in June or earlier as needed.

FACILITIES CONSTRUCTION

CV  
(LOCAL)

**Compliance with Law**

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

**Construction Contracts**

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

For construction contracts valued at or above \$10,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

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

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**Change Orders**

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

Once a contract has been awarded for construction purposes, all change orders in excess of \$500 and less than \$5,000 per project shall be reported to the Board monthly. Any change order in excess of \$5,000 shall be reported to the Board for approval prior to the implementation of the change order.

**Project Administration**

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

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

**Final Payment**

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

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DEC  
(LOCAL)

**Leave  
Administration**

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

**Definitions**

The term "immediate family" is defined as:

**Immediate Family**

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

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

**Family Emergency**

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

**Leave Day**

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

**School Year**

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

**Catastrophic Illness  
or Injury**

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph. ~~Complications resulting from pregnancy shall be treated the same as any other condition.~~

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	<p><b>Note:</b> For District contribution to employee insurance during leave, see CRD(LOCAL).</p>
<b>Availability</b>	<p>The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.</p>
<del>State Earning Local Leave</del>	<p><del>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.</del></p>
<del>Deductions</del>	<p><del>The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.</del></p>
<del>Leave without Pay</del>	
<del>Leave Proration</del>	<p>If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal leave and local leave shall be prorated based on the actual time employed.</p>
<del>Employed for Less Than Full Year</del>	<p>If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.:</p> <ol style="list-style-type: none"><li><del>1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and</del></li><li><del>2. Local leave the employee used but had not earned as of the date of separation.</del></li></ol>
<del>Employed for Full Year</del>	<p>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.</p>
<b>Recording</b>	<p>Leave shall be recorded as follows:</p> <ol style="list-style-type: none"><li><del>1. For exempt positions, leave shall be recorded in half-day increments, even if a substitute is not employed. An exempt employee may be excused from duty by his or her immediate supervisor and in accordance with administrative regulations for as long as one hour for an emergency or temporary illness. Any absence over one hour must be reported to the employee's immediate supervisor or designee and recorded in the District's TEAMS system.</del></li><li><del>2. For nonexempt positions, leave shall be recorded on an hourly basis.</del></li></ol>

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**Order of Use**

~~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.~~

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

**Concurrent Use of Leave**

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

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

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

**Medical Certification**

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

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or ~~Superintendent; or human resources;~~ Human Resources;
- ~~3.~~ The employee requests FMLA leave for the employee's serious health condition; a serious health condition ~~or that~~ of the employee's spouse, parent, or child; or



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	<p><del>4.3. The employee requests FMLA leave</del> for military caregiver leave purposes.</p> <p>In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]</p>
	<p><del><b>Note:</b> For District contribution to employee insurance during leave, see CRD(LOCAL).</del></p>
<b>State Personal Leave</b>	<p>The Board requires employees to differentiate the manner in which state personal leave is used. :</p>
<b>Nondiscretionary Use</b>	<p><del>4.4. Nondiscretionary</del> <del>Non-discretionary</del> use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]</p> <p>Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.</p>
<b>Discretionary Use</b>	<p><del>2.5.</del> Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p> <p>In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes. Requests shall be considered granted unless the immediate supervisor or designee notifies the employee to the contrary within 48 hours of the requested absence.</p> <p>Discretionary use of state personal leave shall not be allowed the day before or after Thanksgiving break; Christmas break; spring break; days scheduled for end of semester or end of year exams; days scheduled for state mandated assessments on the employee's campus; professional or staff development days; or the first or last day of instruction.</p> <p><del>These limitations shall apply to all District employees except those on a 224-day, 238-day, or 258-day work schedule.</del></p>
<b>Limitations</b>	
Request for Leave	

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<del>Duration of Personal Business Leave</del>	<del>Discretionary use of state and/or personal business leave shall not exceed five workdays per semester or ten workdays maximum in a school year.</del>
<del>State Sick Leave</del>	<del>State sick leave accumulated before 1995 is available and may be transferred to other school districts in Texas.</del> <del>State sick leave may be used for the following reasons only:</del> <ul style="list-style-type: none"><li><del>• Employee illness;</del></li><li><del>• Illness in the employee's immediate family;</del></li><li><del>• Family emergency (i.e., natural disasters or life-threatening situations);</del></li><li><del>• Death in the immediate family;</del></li><li><del>• Active military; or</del></li><li><del>• Other reason covered under the FMLA.</del></li></ul>
Local Leave	<del>Each</del> All professional employee and paraprofessional/auxiliary employee <del>employees</del> shall earn five, six, or seven additional days of paid local leave days per school year in accordance with administrative regulations. <del>the following:</del> <ul style="list-style-type: none"><li><del>• 180-197 day work calendar five leave days</del></li><li><del>• 198-215 day work calendar six leave days</del></li><li><del>• 216 day or more work calendar seven leave days</del></li></ul> Local leave shall accumulate without limit. Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]
Flex Days	<del>An eligible employee shall earn</del> Flex days are unpaid days within the work calendar that may be scheduled and taken as approved by the supervisor. The number of flex days in accordance with administrative regulations. <del>The District shall make flex days for the current year available for</del> depends on the job and the number of days an employee is required to work in a 12-month period. Flex days shall be available to use at the beginning of the school year work year based on the expectation that the employee is expected to work the entire year. Flex days shall not be interchangeable with local or state personal leave or local leave days. <del>An employee</del> Staff may take flex days during the year that they are awarded or by December of the following school year.

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**Catastrophic Sick  
Leave Bank**

~~Flex days that are not used by for exempt staff not used within the timeframe outlined shall be forfeited.~~

~~Flex days for nonexempt staff shall be used by December of the following year. The District shall not compensate for flex days; however, accumulated flex days not used by for nonexempt staff not used by December shall be paid.~~

~~If an employee terminates employment before the end of the work year, the final paycheck shall be calculated based on actual days worked and shall not include any flex days for the current year.~~

The District shall establish a ~~catastrophic~~-sick leave bank that ~~full-time~~ employees may join through contribution of ~~two days of~~ local leave.

~~each school year.~~ Leave contributed to the bank shall be solely for the use of ~~the~~ 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 and any applicable compensatory time.

The Superintendent shall develop regulations for the operation ~~Administration of the Catastrophic Sick Leave Bank~~

~~The catastrophic~~-sick leave bank that address the following: ~~shall be administered in accordance with DEC(REGULATION).~~

1. Membership in the sick leave bank, including the number ~~All requests for consideration of paid days~~ an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number ~~bank shall be submitted to the executive director~~ of days per school year a member employee may receive from the sick leave bank;
4. The committee ~~human resources~~ or administrator authorized to consider requests for leave from the sick leave bank and criteria ~~designee~~ for granting requests; ~~review~~ and

Other procedures deemed necessary for the operation of the sick leave bank ~~approval~~.

Appeal

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

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<del>Bereavement (Funeral) Leave</del>	<del>An employee may request to use accrued state leave, local sick leave, or flex time, if applicable, for absences due to the death of an immediate family member. If no accrued leave is available, the employee may request up to five unpaid workdays for the death of an immediate family member.</del>
Family and Medical Leave	FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable. <hr/> <b>Note:</b> See DECA(LEGAL) for provisions addressing FMLA. <hr/>
Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.
Combined Leave for Spouses	<del>When</del> 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. <del>{See DECA(LEGAL)}</del>
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. <del>{See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.}</del>
Certification of Leave	<del>When</del> If an employee requests leave, the employee shall provide certification, in accordance with <del>as required by</del> FMLA regulations, of the need for leave. <del>{See DECA(LEGAL)}</del>
Fitness-for-Duty Certification	In accordance with administrative regulations, <del>when</del> If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. <del>from a health care provider who is currently providing treatment to the employee. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</del>
<del>Leave at the End of -Semester Leave</del>	<del>When</del> If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. <del>{See DECA(LEGAL), Leave at the End of a Semester}</del>
<del>Failure to Return</del>	

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	<p><del>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]</del></p>
<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 shall be forwarded to the Superintendent <del>or designee</del> as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
<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. <del>[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]</del></p> <hr/>
<b>Paid Leave Offset</b>	<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>The District shall permit the option <del>An employee eligible for paid leave offset in conjunction with 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]</del></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>
<b>Payment Reimbursement for Accumulated Leave Upon Retirement</b>	<p>The following leave provisions shall apply to local leave <del>accumulated</del> <del>earned</del> beginning on the original effective date of this program.</p> <p>An employee who retires from the District shall be eligible for <del>payment</del> <del>reimbursement</del> for <del>accumulated</del> local leave under the following conditions:</p>

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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 ~~90-60~~ business days before the last day of employment. ~~Non-contract~~~~Non-contract~~ employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least ten years of service with the District.

The employee shall ~~receive payment~~~~be reimbursed~~ for each day of ~~accumulated~~ local leave, to a maximum of 30 days, at ~~a rate equal to 50 percent of the individual employee's daily rate of pay~~~~rate~~. 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.

**Neutral Absence  
Control Policy**

Abuse of Leave

Abuse of leave policies, misrepresentation of the need to use leave, or falsification of a document from a health-care provider shall constitute grounds for appropriate disciplinary action, up to and including termination, in accordance with District policies.

Excessive  
Absences

When an employee's absences become a concern or an employee establishes a pattern of absences, the employee's immediate supervisor shall discuss with the employee the ~~reasons~~~~reason~~ for ~~these~~~~such~~ absences. ~~Absences~~ ~~Such absences~~ may be subject to verification. If the absences are deemed excessive or ~~the supervisor determines~~~~it is determined~~ that a pattern has developed, the employee may be subject to disciplinary action up to and including termination of employment. [See Medical Certification, above]

A nonexempt employee who is absent from work for three or more consecutive ~~workdays~~~~work-days~~ without prior approval ~~from~~ or providing appropriate notice to the employee's supervisor shall be deemed to have abandoned his or her job and may be separated from service with the District in accordance with District policy.

An exempt employee who is absent from work for three or more consecutive ~~workdays~~~~work-days~~ without prior approval ~~from~~ or providing appropriate notice to the employee's supervisor shall be deemed to have abandoned his or her job and the District may pursue termination in accordance with the DF series of policies.

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The employee's  
eligibility Documenta  
tion for reasonable  
Tardiness  
accommodations,  
as Absences

~~Documentation may be required for any absence at the discretion of the Superintendent or designee.~~

~~Employees shall arrive to work by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before time designated by their work schedules. Unexcused or excessive tardiness may result in disciplinary action, up to termination of employment. Unexcused or excessive tardiness shall constitute good cause for termination of employment.~~