

# Agenda of Special Meeting

## The Board of Trustees Southwest ISD

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A Special Meeting of the Board of Trustees of Southwest ISD will be held Tuesday, November 5, 2024, beginning at 11:30 AM in the Central Office, Building 800, 11914 Dragon Lane, San Antonio, TX 78252.

The public may access this meeting by clicking on the following link: [http://youtube.com/channel/UC\\_bEJcktTOZtDm0hIYvWmQw/live](http://youtube.com/channel/UC_bEJcktTOZtDm0hIYvWmQw/live)

Members of the public who desire to address the board regarding general comments or an item on this agenda must sign up in person at least 10 minutes before meeting start time. The board president or designee will call for public comments at the beginning of the meeting. All other public comment rules will be followed. After the close of public comment, the Board will proceed with the rest of the agenda.

No formal action will be taken on subjects to be discussed.

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|-------|--|----|
| I.    | Call meeting to order  |    |
| II.   | Invocation and Pledges to Allegiance   |    |
| III.  | Public comments related to posted agenda items   | 3  |
| IV.   | Consider approval of Architectural Services for the District Wide Fencing Project.                                     | 4  |
| V.    | Consider approval of design development drawings for the Southwest Legacy High School Additions Project.               | 5  |
| VI.   | Items of Information   |    |
|       | A. Health Insurance update   | 6  |
|       | B. Data Governance with the Southwest Dashboard  | 7  |
|       | C. First read of DEC (Local) Policy Revision.  | 8  |
|       | D. Gaining Early Awareness Readiness for Undergraduate Programs (GEAR UP) Grant with The University of Texas at Austin | 17 |
| VII.  | Other business   | 18 |
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The notice for this meeting was posted in compliance with the Texas Open Meeting Act on \_\_\_\_\_, at the Central Office.

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For the Board of Trustees

Public comments related to posted board agenda items.

Citizens wishing to address the Board will be heard at this time.

Consider Approval of  
Architectural Services for the District Wide Fencing Project

1. Background:  
On May 6, 2023 the Southwest ISD voters approved a \$250 million bond to allow the Southwest Independent School District to build two new elementary schools, a new central administration/ professional development center, install safety upgrades at all campuses, and renovate or add on to multiple other campuses district wide. The Board of Trustees ratified the vote results on May 16, 2023.
  
2. Process:  
District staff is ready to begin the District Wide Fencing Project. Alamo Architects is one of our pre-approved firms for Architectural Services through our RFP 2223-111.
  
3. Fiscal Impact:  
SWISD staff has negotiated professional fees with Alamo Architects based on the scope of work for this project at 3.5% of the overall construction cost.
  
4. Recommendation:  
It is recommended the Board consider approval of Alamo Architects to provide architectural services for the District Wide Fencing project.
  
5. Required:  
Board action.

Consider approval of  
design development drawings for the Southwest Legacy High School Additions Project

1. Background:

The SWISD Board of Trustees approved Pfluger Architects to provide architectural services for the Southwest Legacy High School Additions project.

2. Process:

District staff and Pfluger have worked together to identify the program and design needs of the Southwest Legacy High School Additions project. Pfluger has prepared Design development drawings for this project.

3. Fiscal Impact:

The budget for this project is approximately \$14,600,000. The cost of this project will be funded by 2023 Bond funds.

4. Recommendation:

That the Board approves the Design Development drawings that have been presented by Pfluger Architects.

5. Required:

Board action.



## Data Governance Initiative

1. Background:

Data governance refers to the management of data availability, usability, integrity, and data accessibility in an organization. Effective data governance is crucial as it ensures that student and administrative data is managed responsibly and in compliance with regulations. For Southwest ISD, the four pillars of data governance are Student Privacy and Compliance, Data Quality and Integrity, Informed Decision-Making, and Stakeholder Trust.

2. Process:

Last year, the PEIMS and Student Data Services department, began working collaboratively with departments and campuses to deploy Data Dashboards. The dashboards start with a high-level overview for programs or campuses. From this information, administrators can move from the high-level overview to more specific criteria or student focused data. The current dashboards included: Senior Staff Dashboard, Executive Admin Dashboard, the campus and department level dashboards. These dashboards are our responsive actions to address the need for data at our fingertips. Some of these data points are: attendance, discipline, grades, demographics, student data, and teacher information.

3. Fiscal Impact:

NA.

4. Recommendation:

Item of information.

5. Required:

None.

First read to update the board policy DEC(LOCAL).

1. Background:

Southwest ISD strives to ensure equity and comprehensive benefits for all our employees. In the last few board policy revisions, DEC (Local) policies were inadvertently changed to limit the employees who would qualify for Temporary Disability Leave.

2. Process:

The Benefits department after an extensive review of the DEC (Local) policy and its impact on employees determined that we need to revert this policy to be more inclusive of the needs of all employees. Therefore, Benefits contacted the TASB policy division to rewrite the TDL section to allow “any full-time employee” to be eligible for this type of leave not just teachers or administrators.

3. Fiscal Impact:

NA.

4. Recommendation:

Item of information for the first read of board policy DEC(Local).

5. Required:

None.

### PROPOSED REVISIONS

**Leave  
Administration**

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

**Definitions**

The term “immediate family” is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

A “leave day” for purposes of earning, using, or recording 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.

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

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**Availability**

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

**State Leave Proration**

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

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

**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; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

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

**State Personal Leave**

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

**Nondiscretionary Use**

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

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.

**Discretionary Use**

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

*Request for  
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor 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.

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

**Local Leave**

Each full-time employee shall earn paid local leave days per school year in accordance with administrative regulations and the following:

| <b>Days of Service</b> | <b>Local Leave Days</b> |
|------------------------|-------------------------|
| 190 days or fewer      | 5                       |
| 191-209 days           | 6                       |
| 210 days or more       | 7                       |

Local leave shall accumulate to a maximum of 30 leave days.

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

**Bereavement Leave**

After all available paid leave days and any applicable compensatory time have been exhausted, an employee shall be granted two days of bereavement leave upon the death of a member of the employee's immediate family.

The District shall deduct the average daily rate of pay of a substitute for the employee's position for each day of bereavement leave taken, whether or not a substitute is employed.

**Extended Sick Leave**

After all available paid leave days and any applicable compensatory time have been exhausted, an employee who has been employed with the District for at least 12 months shall be granted in a school year a maximum of 20 leave days of extended sick leave to be used for the employee's catastrophic illness or injury, including pregnancy-related illness or injury, or for absences related to the catastrophic illness or injury of the employee's spouse, parent, child, or other person for whom the employee stands *in loco parentis*.

The District shall deduct the average daily rate of pay of a substitute for the employee's position for each day of extended sick leave taken, whether or not a substitute is employed.

**Mental Health Leave**

A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of two days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

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

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

**Quarantine Leave**

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

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

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

**Line of Duty Illness or Injury Leave of Absence**

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

**Family and Medical Leave**

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

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| Twelve-Month Period                    | For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.   |
| Combined Leave for Spouses             | When 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.   |
| 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.  |
| Certification of Leave                 | When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.   |
| Fitness-for-Duty Certification         | In accordance with administrative regulations, when 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.   |
| Leave at the End of Semester           | When 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.   |
| <b>Temporary Disability Leave</b>      | <p>Any full-time employee <del>whose position requires educator certification by the State Board for Educator Certification or by the District</del> 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 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.</p> <hr/>  |

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

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.

**No Paid Leave  
Offset**

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

**Court Appearances**

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

**Annual Payment for  
Unused Leave**

Each employee shall receive an annual payment for unused local leave in excess of the 30 days of allowable accumulated local leave.

The employee shall receive payment for each day of unused local leave at a rate established by the Board. Days for which the employee received payment shall not be available to that employee for use in the District.

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.

**Payment for  
Accumulated Leave  
Upon Retirement**

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

An employee who retires from the District shall be eligible for payment for accumulated 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 90 days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least five consecutive years of service with the District.

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

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

**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 employee shall have ten calendar days to notify the District in writing that he or she is ready, willing, and able to return to work. A medical clearance showing that the employee is physically able to perform the essential functions of his or her position is required to return to work. Additionally, some jobs shall require the employee to submit to a fitness-for-duty examination, to be paid by the District, wherein the employee must demonstrate the ability to meet all the essential physical requirements of his or her position.

A contract employee's failure to report and document his or her availability and fitness to return to work within the required ten-day period shall be considered good cause for termination. A contract employee's failure to return to work after 180 calendar days of leave, regardless of the type of leave, shall be considered good cause for termination. [See DF series]

An at-will employee who does not report and document his or her availability and fitness to return to work within the required ten-day period shall be deemed to have voluntarily resigned his or her employment with the District, effective immediately upon the expiration of the designated ten-day period and shall be offered health benefits according to COBRA. [See CRD]

**Abuse of Leave**

An employee who abuses the District's leave policies and administrative regulations, misrepresents the need to use leave, or falsifies documentation related to the use of leave shall be subject to appropriate disciplinary action, up to and including termination, in accordance with District policies and applicable law.

**Excessive  
Absences**

The supervisor of an employee who has established a questionable pattern of absences shall have a discussion with the employee regarding the reason for such absences and may ask the employee to provide verification or appropriate documentation. [See Medical Certification, above] The employee shall be subject to appropriate disciplinary action, up to and including termination, in accordance with District policies and applicable law. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

Job Abandonment

An employee who is absent from work for three or more consecutive workdays without notifying his or her supervisor shall be deemed to have voluntarily resigned from the District and may be separated from employment with the District due to job abandonment in accordance with District policies and applicable law.

[See DCD and DF series]

Item of Information: Gaining Early Awareness Readiness for Undergraduate Programs  
(GEAR UP) Grant with The University of Texas at Austin

1. Background:

The Gaining Early Awareness of Readiness for Undergraduate Programs (GEAR UP) State Grant is a seven-year federal initiative designed to increase early college awareness, readiness, and success for historically underrepresented students. The grant follows a cohort of students starting in 7th grade through their first year of postsecondary education.

2. Process:

The Southwest Independent School District partnered with the Institute of Public School Initiatives at The University of Texas at Austin, along with other districts across Texas to write the federal GEAR UP grant. The grant was awarded in October of 2024 with expectations to implement immediately; SWISD's portion of the award is approximately \$2,045,400 over seven years. We are currently in year one of seven for this grant award.

3. Fiscal Impact:

This is a match grant and the match provided by the district will come from local funding sources and will almost entirely be made through in-kind funds.

4. Recommendation:

Item of Information

5. Required:

N/A

Other business

## Adjournment