

THE HOUSTON INDEPENDENT SCHOOL DISTRICT



AGENDA

**Board of Education
Meeting**

September 01, 2022

THE HOUSTON INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Index

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| A. Superintendent's Priority Items | G. Talent |
| B. Trustee Items | H. Business Operations |
| C. Closed Session (Closed to Public) | I. Finance |
| D. Deputy Superintendent | J. Other |
| E. School Offices | K. Policy |
| F. Academics | L. Superintendent's Information Items |

MEMBERS OF THE BOARD OF EDUCATION

Judith Cruz, *President*
Elizabeth Santos, *First Vice President*
Kathy Blueford-Daniels, *Second Vice President*
Sue Deigaard, *Secretary*
Myrna Guidry, Esq., *Assistant Secretary*
Dr. Patricia K. Allen
Kendall Baker
Dani Hernandez
Bridget Wade

Millard House II, *Superintendent of Schools*

BOARD OF EDUCATION AGENDA
September 01, 2022

BUSINESS AGENDA FOR AGENDA REVIEW MEETING

A. SUPERINTENDENT'S PRIORITY ITEMS

- A-1. Acceptance Of Board Monitoring Update: Presentation Of Constraints 3 And 4, Progress Measures 1 And 2
- September 2022 CPM Update
 - September 2022 CPM Report - *Revised*

B. TRUSTEE ITEMS

C. CLOSED SESSION

C-1. Personnel

- a. Deliberate the duties of the superintendent of schools, chief officers, assistant superintendents, principals, employees, chief audit executive, and board members; evaluations of the superintendent and chief audit executive, consideration of compensation, and contractual provisions.
- b. Consider and approve proposed appointments, reassignments, proposed terminations, terminations/suspensions, contract lengths, proposed nonrenewals, renewals, and resignations/retirements of personnel including teachers, assistant principals, principals, chief officers, assistant superintendents, executive officers, and other administrators, and, if necessary, approve waiver and release and compromise agreements.
- c. Hear complaints against and deliberate the appointment, evaluation and duties of public officers or employees and resolution of same.

C-2. Legal Matters

- a. Matters on which the district's attorney's duty to the district under the Code of Professional Responsibility clearly conflicts with the Texas Open Meetings Law, including specifically any matter listed on this agenda and meeting notice.
- b. Pending or contemplated litigation matters and status report.
- c. Update on federal law enforcement activity on February 27, 2020.
- d. Legal discussion and advice concerning House Bill 1842 (84th Leg., 2015), Senate Bill 1882 (85th Leg., 2017), and the district's options.

e. Legal discussion concerning *Houston ISD v. Texas Education Agency, et al.*, in the 459th Judicial District Court, Travis County, Texas, Cause No. D-1-GN-19-003695.

f. Legal Update on Special Education Accreditation Investigation.

C-3. Real Estate

D. DEPUTY SUPERINTENDENT

E. SCHOOL OFFICES

F. ACADEMICS

G. TALENT

H. BUSINESS OPERATIONS

I. FINANCE

J. OTHER

K. POLICY

K-1. Approval Of Proposed Revisions To Board Policy DEC(LOCAL), *Compensation And Benefits: Leaves And Absences*—First Reading - *New*

- DEC(LOCAL), First Reading - *New*

K-2. Approval Of The Establishment Of Board Policy EHAA(LOCAL), *Basic Instructional Program: Required Instruction (All Levels)*—First Reading - *New*

- EHAA(LOCAL), First Reading - *New*

L. SUPERINTENDENT'S INFORMATION ITEMS

AGENDA REVIEW FOR REGULAR BOARD MEETING

Review of superintendent's agenda items to be presented to the Board of Education at the board's next business meeting. See the agenda for that meeting.

ADJOURN

REPORT FROM THE SUPERINTENDENT

Office of the Superintendent of Schools
Board of Education Meeting of September 1, 2022

SUBJECT: ACCEPTANCE OF BOARD MONITORING UPDATE: PRESENTATION OF CONSTRAINTS 3 AND 4, PROGRESS MEASURES 1 AND 2

The Houston Independent School District (HISD) exists to strengthen the social and economic foundation of Houston by assuring its youth the highest-quality elementary and secondary education available anywhere.

In accordance with the Texas Education Agency (TEA) Lone Star Governance continuous improvement model and the Framework for School Board Development, the HISD Board of Education monitors progress towards the district's goals and compliance with certain goals and constraints.

Attached to this update are a presentation and report regarding constraints and constraint progress measures (CPMs). The following measures have new data this month:

Constraint 3: The Superintendent will not allow the District to operate without notifying parents/guardians at least once each 12 weeks about how to help their student, if the student is one or more grade levels behind in literacy.

- **CPM 3.1** - The percentage of students, one or more grade levels behind in literacy, whose parents/guardians are centrally documented as having been notified of their child's literacy level at least once every 12 weeks will increase 100 percentage points from 0 percent in spring 2020 to 100 percent in spring 2024.
- **CPM 3.2** - The percentage of campuses with a centrally documented literacy plan, including parent outreach strategies, to address the needs of students one or more grade levels behind in literacy will increase 100 percentage points from 0 percent during the 2019–2020 school year to 100 percent during the 2023–2024 school year.

Constraint 4: The Superintendent will not allow the District to operate without students receiving special education services meeting individualized education program (IEP) progress.

- **CPM 4.1** - The percentage of students with up-to-date IEP progress recorded every six weeks in the IEP system will increase from 0 percent during the 2019–2020 school year to 100 percent during the 2023–2024 school year.
- **CPM 4.2** - The percentage of audited IEPs showing standards-based goals shall increase from 0 percent during the 2019–2020 school year to 90 percent during the 2023–2024 school year.

HOUSTON INDEPENDENT SCHOOL DISTRICT

Constraint 3 and 4 Progress Measures 1 & 2

Date: 9/1/2022



Constraint 3

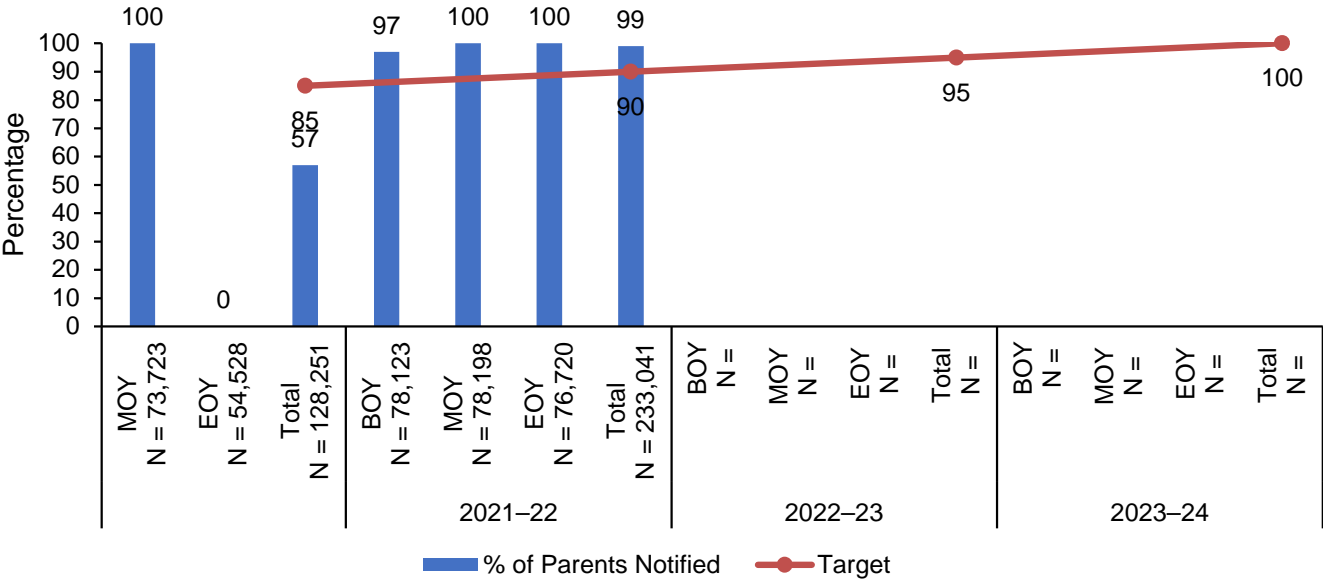
The Superintendent will not allow the District to operate without notifying parents/guardians at least once each 12 weeks about how to help their student, if the student is one or more grade levels behind in literacy.

Constraint Progress Measure 3.1

The percentage of students, one or more grade levels behind in literacy, whose parents/guardians are centrally documented as having been notified of their child's literacy level at least once every 12 weeks will increase 100 percentage points from 0 percent in spring 2020 to 100 percent in spring 2024.

Percent of Students, Behind in Literacy, Whose Parents Centrally Documented as Notified

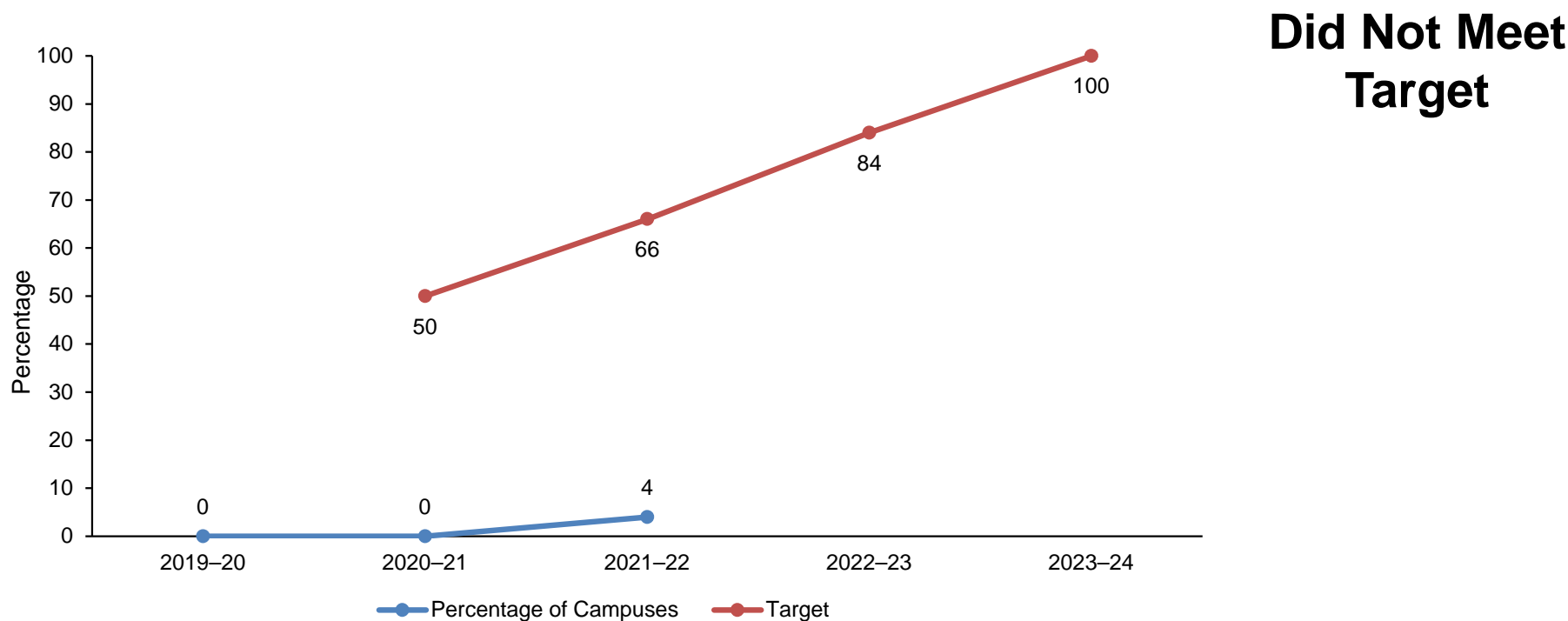
Exceeded Target



Constraint Progress Measure 3.2

The percentage of campuses with a centrally documented literacy plan, including parent outreach strategies, to address the needs of students one or more grade levels behind in literacy will increase 100 percentage points from 0 percent during the 2019–2020 school year to 100 percent during the 2023–2024 school year.

Percent of Campuses with a Centrally Documented Literacy Plan



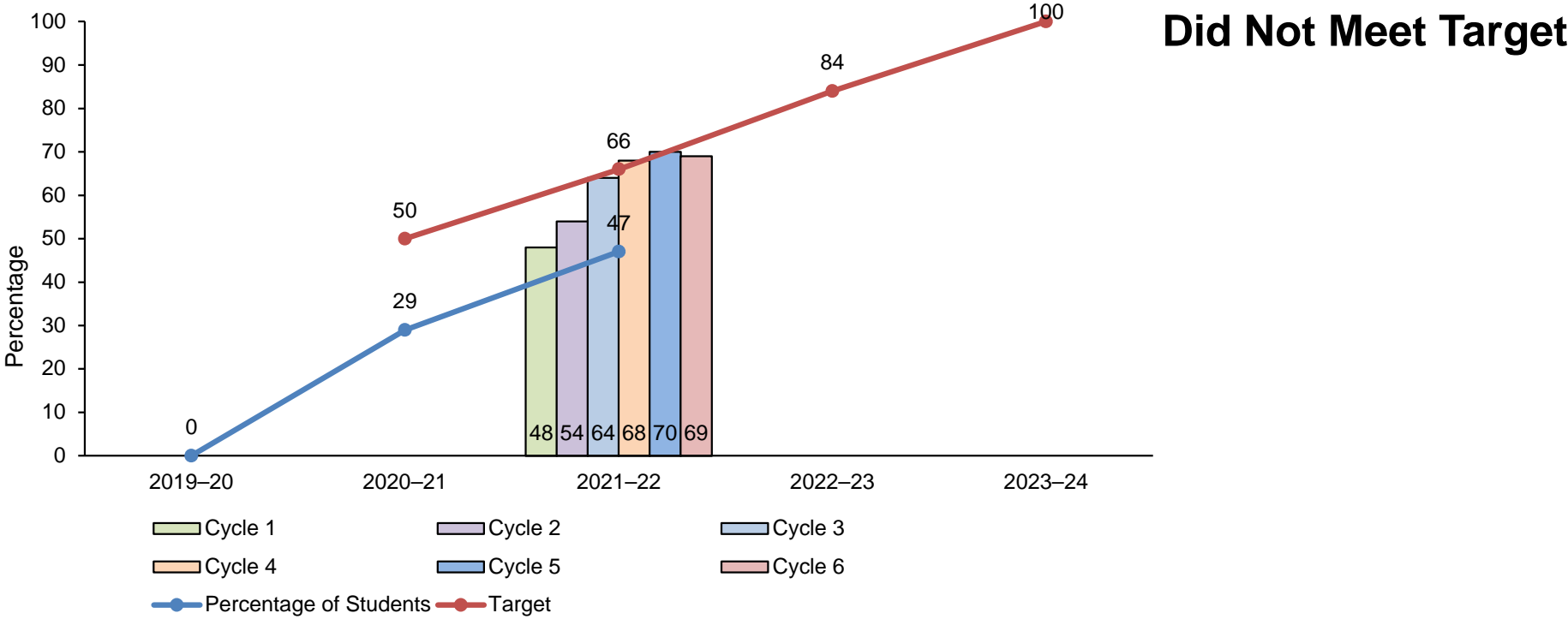
Constraint 4

The Superintendent will not allow the District to operate without students receiving special education services meeting individualized education program (IEP) progress.

Constraint Progress Measure 4.1

The percentage of students with up-to-date IEP progress recorded every six weeks in the IEP system will increase from 0 percent during the 2019–2020 school year to 100 percent during the 2023–2024 school year.

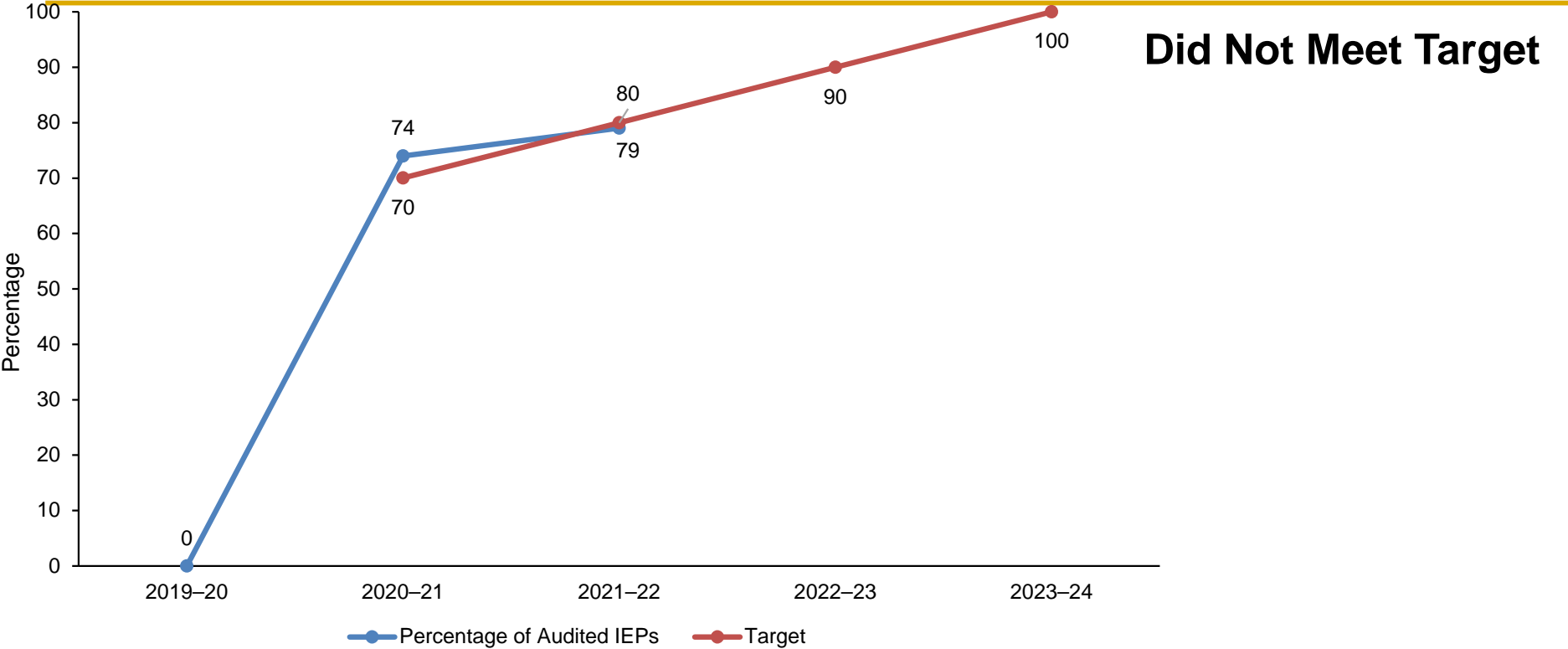
Percent of Students with Centrally Documented IEP Progress Recorded



Constraint Progress Measure 4.2

The percentage of audited IEPs showing standards-based goals shall increase from 0 percent during the 2019–2020 school year to 90 percent during the 2023–2024 school year.

Percent of Audited IEPs Showing Standards-Based Goals



Next Steps

- Provide leadership and guidance to the Principals regarding the literacy plans from the Academics office
- Routine progress monitoring
- Routine audits

HOUSTON INDEPENDENT SCHOOL DISTRICT

Thank you



Constraint Monitoring Report: September 2022

Constraint 3 Parent Literacy Notification

Constraint 3

The Superintendent will not allow the District to operate without notifying parents/guardians at least once each 12 weeks about how to help their student, if the student is one or more grade levels behind in literacy.

Superintendent's Response

Constraint 3.1 – Data Review

We have exceeded the target of this constraint by notifying almost 100% of parents if their child was one or more grade levels below in literacy. Letters are sent home based on Renaissance data.

Constraint 3.2 – Data Review

We did not meet our target of 66% of campuses having a centrally documented literacy plan with parent outreach strategies. During the last school year, only 4% of campuses had this plan in place with 12 campuses reporting parent outreach strategies.

Next Steps and Process Improvements:

Constraint 3.1

While we did achieve a 99% rate of letters sent, we continue to refine and improve our processes to ensure that all students who are supposed to test are taking the test so that we can identify the appropriate students who are below grade level.

We will also be taking a closer look at our schools that implementing Amplify in the coming year to validate the data from the Renaissance test with curriculum embedded assessments. We believe that we will get more rich data that teachers can use to take more immediate action from these classroom assessments.

The Amplify data and the resulting information we gather will continue to inform our overall testing strategy as we continue to prioritize classroom instruction as the greatest lever for achievement gains.

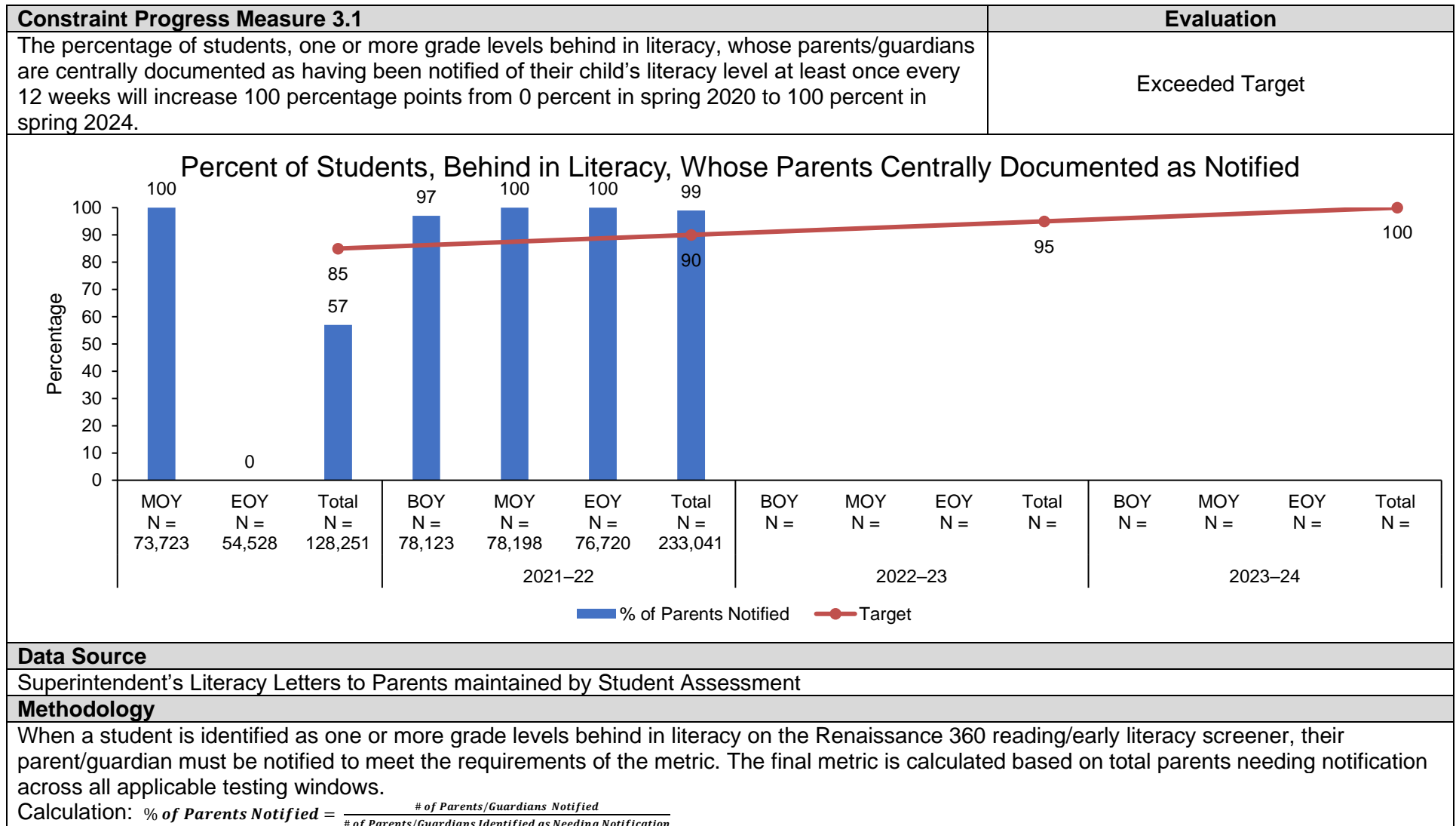
Constraint 3.2

This goal was not met primarily due to transitioning of administration and the return to “normal” school operations. The beginning of last year was still largely focused on COVID prevention strategies as we returned to in person learning. While we fell short of the goal last year, we are focusing on the adoption of high quality instructional materials. As a central strategy for moving to the adoption of HQIM, we are currently developing an instructional framework for reading instruction, which will provide a district wide literacy plan that campuses will be able to tailor based upon their unique achievement data. As you know, we are piloting Amplify at only 6 campuses this year, but the instructional framework will be curriculum agnostic and focus on high leverage strategies to improve literacy for all students.

HISD | Research and Accountability

ANALYZING DATA, MEASURING PERFORMANCE.

Constraint Monitoring Report: September 2022



Data Source

Superintendent's Literacy Letters to Parents maintained by Student Assessment

Methodology

When a student is identified as one or more grade levels behind in literacy on the Renaissance 360 reading/early literacy screener, their parent/guardian must be notified to meet the requirements of the metric. The final metric is calculated based on total parents needing notification across all applicable testing windows.

Calculation: $\% \text{ of Parents Notified} = \frac{\# \text{ of Parents/Guardians Notified}}{\# \text{ of Parents/Guardians Identified as Needing Notification}}$

Constraint Monitoring Report: September 2022

Constraint Progress Measure 3.1 – Support Data

Information was provided in both English and Spanish to parents. Elementary and Secondary Curriculum, Multilingual Programs, Interventions and Student Assessment worked together to determine the best resources to share with parents in the letters. The district will send out 4 rounds of letters next year. Each round will include a different set of parent resources, so that parents will receive a variety of resources to help their child over the school year. Resources shared in the letter can be found here: <https://www.houstonisd.org/readinfo>.

If a letter is returned to the district, campuses are asked to:

- Contact the parents of all students with returned letters and verify or update their addresses in HISD Connect. Notify parents that letters will either be mailed or, sent home with students and/or discussed via phone call with parents.
- Hand-deliver letters to the teachers for distribution to students who are attending school on-campus.
- ~~For remote learning students, mail the entire letter in a larger envelope to the updated address OR Campus can inform parent of the contents of the letter via phone call.~~
- Monitor the count of letters that remain undeliverable until all letters are successfully delivered/or parents notified via phone call.

HISD | Research and Accountability

ANALYZING DATA, MEASURING PERFORMANCE.

Constraint Monitoring Report: September 2022

Constraint Progress Measure 3.2	Evaluation
The percentage of campuses with a centrally documented literacy plan, including parent outreach strategies, to address the needs of students one or more grade levels behind in literacy will increase 100 percentage points from 0 percent during the 2019–2020 school year to 100 percent during the 2023–2024 school year.	Did Not Meet Goal
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Constraint Monitoring Report: September 2022

Constraint Progress Measure 3.2 – Support Data

For the 2021–22 school year, there were 157 campuses that have centrally documented literacy plans with 12 including parent outreach strategies.

Constraint Monitoring Report: September 2022

Constraint 4 IEP Progress

Constraint 4

The Superintendent will not allow the District to operate without students receiving special education services meeting individualized education program (IEP) progress.

Superintendent's Response

Constraint 4.1 – Data Review

Our target for ensuring a finalized progress report for each student receiving special education services for six-week period was 66%. Our actual performance was 47%, which is a gap of 19%.

Constraint 4.2 – Data Review

Our target for progress measure 4.2 was 80% and we achieved a 79% rate of audited IEPs showing standards-based goals. While we did not meet this target, our performance does represent a 9% improvement over the previous year.

Next Steps and Process Improvements:

Constraint 4.1

We can make much more progress on this goal in the future by implementing progress monitoring on a routine basis. We do have a process in place for the 2022-23 school year to ensure that this technical step of finalizing the progress of every student who has an IEP is being documented in our system. One thing that will ensure this progress monitoring is the re-organization of Special Education staff from Hattie Mae White to the field to ensure more consistent support of schools with these technical issues.

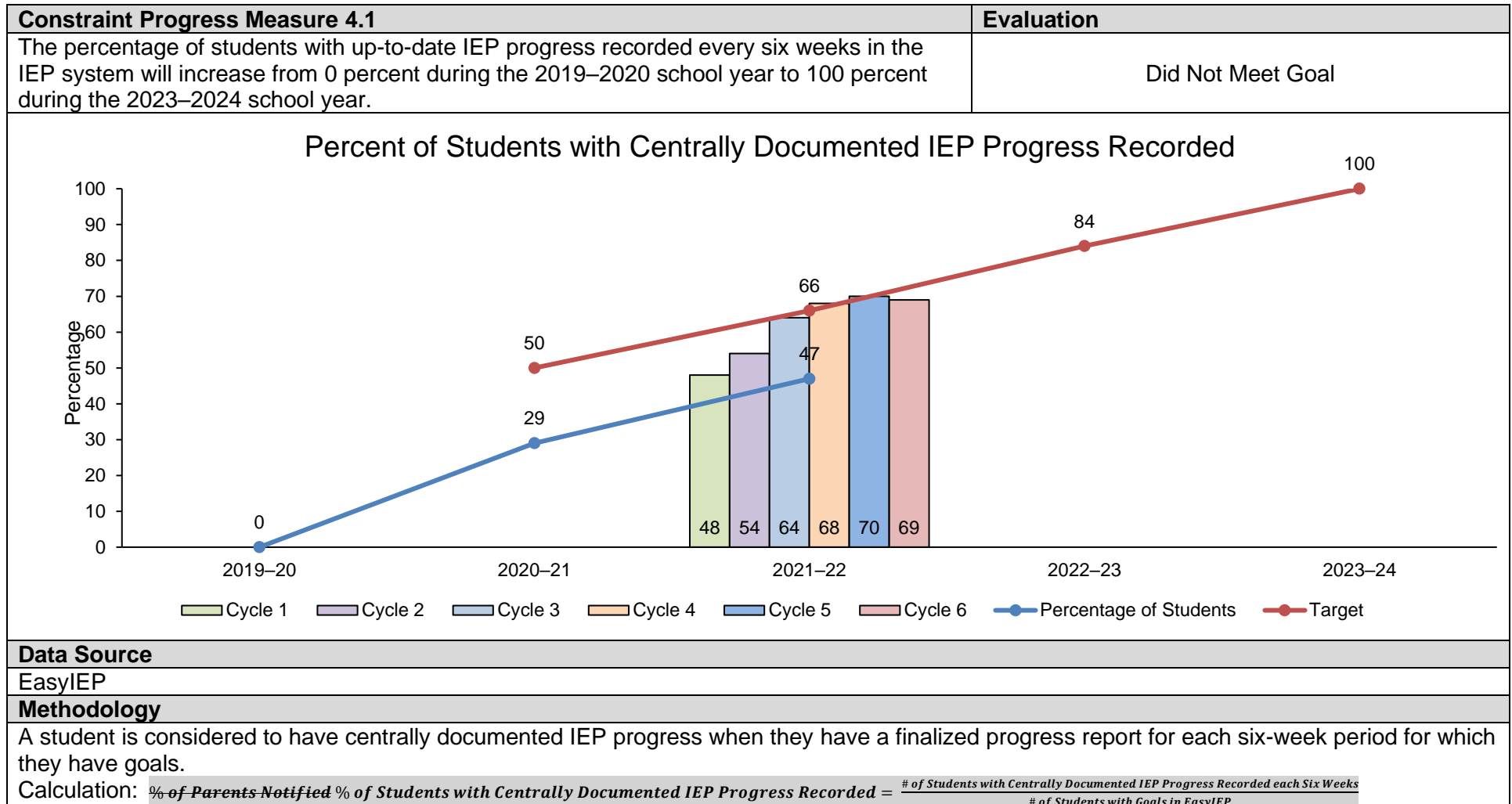
Constraint 4.2

While we came close to our goal and have showed improvement from the prior year, we also can improve this goal by implementing more routine folder audits. As a result of our re-organization we now have the personnel in the right place to conduct these reviews and the Special Education department is creating a progress monitoring schedule to ensure these reviews happen in the coming school year.

HISD | Research and Accountability

ANALYZING DATA, MEASURING PERFORMANCE.

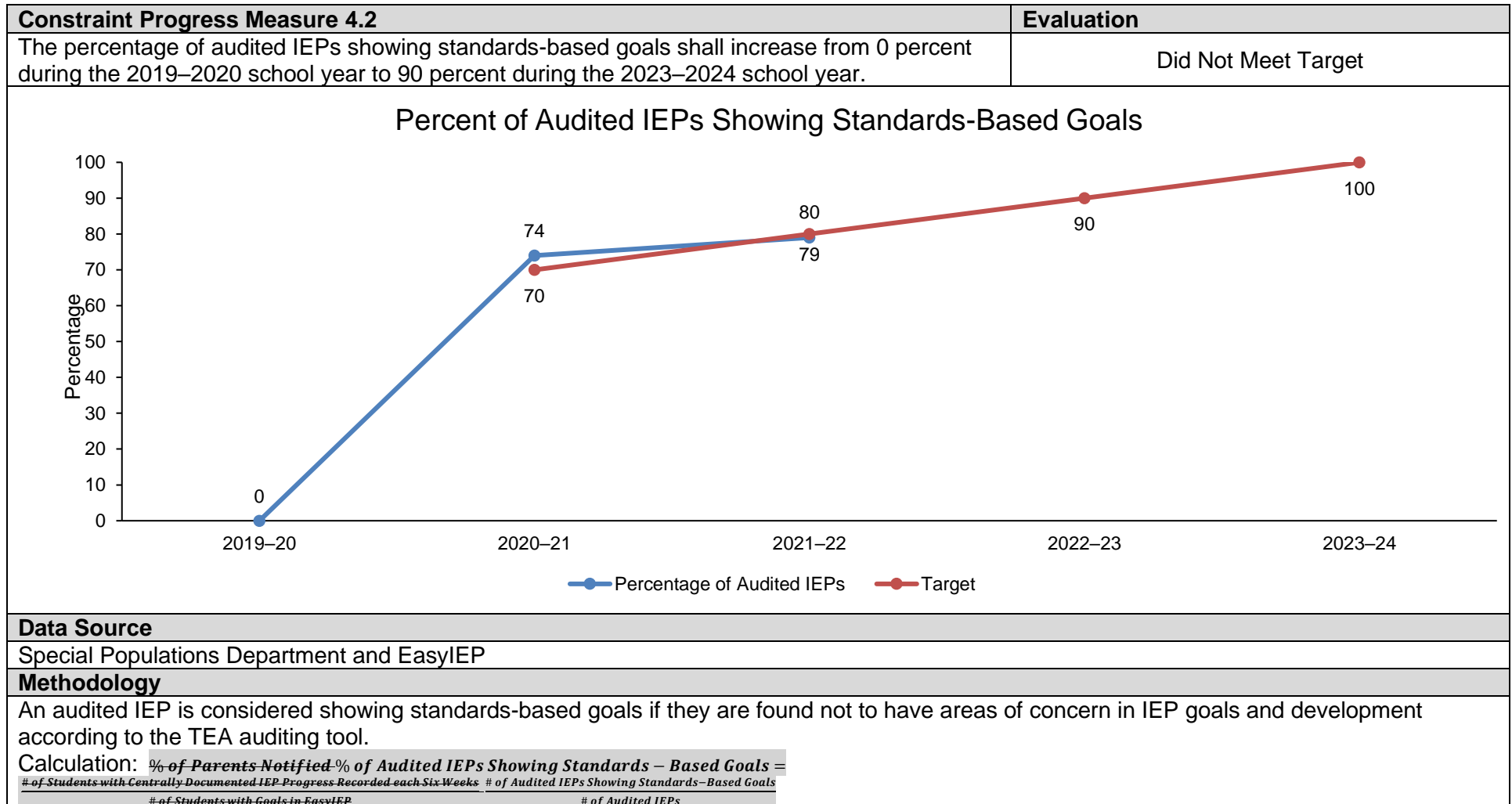
Constraint Monitoring Report: September 2022



HISD | Research and Accountability

ANALYZING DATA, MEASURING PERFORMANCE.

Constraint Monitoring Report: September 2022



Constraint Monitoring Report: September 2022

Constraint Progress Measure 4.2 – Support Data

A total of 646 IEP folder audits were conducted during the 2020–21 school year.
169 were found to have areas of concern.

A total of 346 IEP folder audits were conducted during the 2021–22 school year.
73 were found to have areas of concern

Audited folders were audited by the conservators to ensure adherence to the TEA approved auditing tool.

Office of the Superintendent of Schools
Board of Education Meeting of September 1, 2022

Office of Talent
Jeremy Grant-Skinner, Chief Talent Officer

SUBJECT: APPROVAL OF PROPOSED REVISIONS TO BOARD POLICY DEC(LOCAL), COMPENSATION AND BENEFITS: LEAVES AND ABSENCES—FIRST READING

The purpose of this agenda item is to request that the Houston Independent School District (HISD) Board of Education approves revisions to Board Policy DEC(LOCAL), *Compensation and Benefits: Leaves and Absences*, as recommended by the Texas Association of School Boards (TASB) and HISD administration.

RATIONALE

TASB recommends changes to Board Policy DEC(LOCAL) to clarify the various leave options available to employees.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item is not aligned to a core initiative but is ministerial for compliance purposes only.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education accepts the proposed recommended changes to Board Policy DEC(LOCAL), *Compensation and Benefits: Leaves and Absences*, on first reading, effective September 2, 2022.

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LEAVES AND ABSENCES

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**COMPREHENSIVE
Leave
Administration**

The District's comprehensive leave program includes both paid leave and unpaid leave privileges. Eligibility for the various types of leave depends on the employee's position, the number of months of service per year, and the length of service. [See also DED(LOCAL) for provisions on vacation for 12-month employees.] The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**COMPENSATED
LEAVE**

Paid leave includes state personal leave, local leave, state sick leave accumulated before May 1, 1995, and vacation leave.

In addition, an employee may be absent without loss of pay and without the absence being charged against the employee's accrued accumulated leave for assault leave, funeral leave as specified below, jury duty, witness subpoenas, professional business, professional consultation, dispute resolution meetings, reserve military duty, and Fulbright Teacher Exchange Programs. [See OTHER PAID LEAVES, below]

Paid leave provisions apply to all salaried and eligible hourly employees. Eligible hourly employees are those in standing, daily assignments that meet the criteria for membership in the Teacher Retirement System (TRS) of Texas. [See TRS Eligibility Requirements]

Paid leave provisions do not apply to individuals whose positions do not meet TRS eligibility criteria. Personnel on less than a 12-month duty schedule who are employed for additional periods of duty on a noncontract status during the summer months are not eligible to use or to accrue personal leave during these periods.

**ADVANCED
LEAVE**

In no instance may state or local leave be approved for more days than have been accumulated in prior years plus that which shall be earned during the employment period of the current school year. Should a recipient of advanced paid leave resign from employment with the District prior to earning the amount of leave advanced, the recipient will have the advanced leave pay deducted from his or her final check.

**RATE OF
ACCRUAL**

An employee shall accrue one day of paid leave per each month of service to be credited at the beginning of each school year. The first five days accrued shall be designated as state personal leave; the remainder of days accrued shall be designated as local leave.

TYPES OF LEAVE

Types of Leave	Paid/Unpaid	Number of Days Paid

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State Personal Leave [See DEC(LEGAL)]	Paid	5 days per year
Local Personal Leave 10-month employees 11-month employees 12-month employees	Paid	5 days per year 6 days per year 7 days per year
Temporary Disability All leave-eligible employees For full-time educators, temporary disability shall be in accordance with Education Code 21.409. may be granted to other District employees with limitations established at TEMPORARY DISABIL- ITY, below	Unpaid	180 calendar days
Funeral Leave On the death of a spouse, parent, current parent-in-law, child, sib- ling, or other person re- siding in the employee's household	Paid	3 days per event
Vacation Leave For 12-month employees only		

**STATE PERSONAL
LEAVE**

The District has established a state personal leave program consisting of five days of paid leave annually, as required by law. [See DEC(LEGAL)]

**TYPES OF STATE
PERSONAL LEAVE**

Under authority of Education Code 22.003 and to preserve the employee's leave benefit while minimizing disruption to the instructional program, the Board requires employees to differentiate between uses of personal leave:

DISCRETIONARY

1. To be taken at the individual employee's discretion, subject to limitations set out below. Each employee who accrues state personal leave may take up to five days a year as discretionary personal leave.

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NON- DISCRETIONARY	2. To be used for the same reasons and in the same manner as state sick leave accumulated prior to May 30, 1995. [See DEC(LEGAL) and see MEDICAL CERTIFICATION, below]
USE OF DISCRETIONARY LEAVE	A notice of request for discretionary state personal leave shall be submitted to the principal/work location supervisor or designee in advance of the anticipated absence; discretionary personal leave shall be granted on a first come, first served basis, with a maximum of five percent of campus employees in each category permitted to be absent at the same time for discretionary personal leave.
REQUEST FOR LEAVE	The principal or designee shall notify the employee in advance whether the request is granted or denied.
DURATION OF LEAVE	Discretionary personal leave may not be taken for more than three consecutive days.
SCHEDULE LIMITATIONS	Discretionary leave shall not be allowed during or on: 1. The first week of a new semester, 2. The day before or after a school holiday, 3. Days scheduled for end of semester or end of year exams, 4. Days scheduled for state mandated assessments, or 5. Professional or staff development days.
LOCAL LEAVE	Employees may use local leave with full pay when unable to report to work due to personal illness, illness of an immediate family member, or for a death in the immediate family. Up to three days of paid local leave may be used also for excused personal business. If the condition preventing the employee from attending work qualifies for family and medical leave, the District shall classify any leave taken as FMLA leave. If the employee exhausts all paid leave and is still unable to return to work, he or she may be placed on temporary disability leave. [See DEC(LEGAL) and local provisions below]
MEDICAL CERTIFICATION	Certification by a doctor who is duly registered and licensed under the Medical Practice Act of Texas, a licensed chiropractor, a Christian Scientist practitioner, or a licensed podiatrist (chiropracist) shall be required for personal illness absences in excess of seven consecutive duty days. Absences in excess of seven days are subject to verification by the District Health and Medical Services Department. When an employee's absences become a concern or a pattern of absences becomes established, the principal/supervisor may

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~~review with the employee the reason for such absences. Such absences may be subject to medical verification.~~

Definitions

Immediate Family

~~For the purposes of state sick leave accrued before May 30, 1995, and local sick leave, t~~The term "immediate family" shall include is defined as:

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 ~~related to the employee by blood or marriage who is 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 "family" shall include only items 1, 2, and 3 on the above list, but shall exclude spouse, parent, son, or daughter-in-law, and parent-in-law.~~next of kin are found in DECA(LEGAL).

Family Emergency

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

~~TEMPORARY
DISABILITY~~ Leave
Day

~~EDUCATORS~~

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. Temporary disability (unpaid) leave shall be granted to full-time educators who meet the statutory criteria. [See DEC(LEGAL)] The maximum length of such leave shall be 180 calendar days and reinstatement to active duty shall be in accordance with statutory guidelines and the appropriate administrative regulations ("regulations").

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

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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.

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

OTHER
EMPLOYEES

A temporary disability (unpaid) leave may be granted also to other eligible employees for a maximum of 180 calendar days, upon approval by the Superintendent or designee. Application for this leave shall be submitted in accordance with the established regulations. Reinstatement to regular employment shall be on a position available basis only.

REINSTATEMENT
OR RESIGNATION

An employee reaching the end of the temporary disability leave period shall provide timely written notice, as required by the regulations, of his or her intention to resume active duty or to request an extension of leave. A request for extended leave may be granted by the Superintendent or designee. [See also FITNESS FOR DUTY CERTIFICATION, below]

Failure to comply with specific regulation provisions shall constitute good cause for termination of contract employees, in accordance with law and District policies. [See DF policy series]

LEAVE
ACCUMULATION

The following shall apply to state and local leave, which are cumulative on an unlimited basis:

COMPUTATION

1. Each eligible full time employee shall earn leave at the rate of one working day per month of assigned responsibility to be credited to the employee at the beginning of each school year (12 days for 12-month employees, 11 days for 11-month employees, ten days for ten-month employees.) This includes both state personal leave and local leave.
2. Salaried employees working less than full time shall accumulate proportional time. For TRS-eligible hourly employees, a leave day is defined as the number of hours equivalent to a scheduled workday for the position.

ORDER OF USE

For purposes of personal illness, illness or death in the immediate family, family emergency, or other nondiscretionary reasons, available leave shall be used as determined by the employee. If an employee selects an account where balances are exhausted, the following order shall be used until balances are exhausted:

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1. ~~Local leave.~~
2. ~~State personal leave.~~
3. ~~State sick leave accumulated prior to the 1995-96 school year.~~
4. ~~Vacation leave.~~
5. ~~Supplemental Sick Leave Bank (SSLB).~~

RECORDING

~~All leave shall be recorded in accordance with the District's Finance Procedures Manual.~~

Availability

~~The District shall make state personal leave and local leave for the current year shall be available for use at the beginning of the employee's duty schedule school year. When~~

State Leave Proration

~~If an employee who has used more leave than he or she has earned ceases to be separates from employment with the District before their 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 by the District, the cost of the unearned leave days shall be deducted from the employee's final paycheck.~~

~~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 their 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 seven consecutive work-days because of personal illness or illness in the immediate family;~~
2. ~~The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or~~
3. ~~The employee requests FMLA leave for the employee's serious health condition; a serious health condition 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 and Local Leave

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

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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.

Request for
Leave

In deciding whether to approve or deny a request for discretionary use of state personal leave and/or local 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 and/or local leave shall not exceed three consecutive workdays.

Schedule
Limitations

Discretionary use of leave shall not be permitted during or on:

1. The first week of a new semester;
2. The day before or after a school holiday;
3. Days scheduled for end-of-semester or end-of-year exams;
4. Days scheduled for state-mandated assessments; or
5. Professional or staff development days.

Local Leave

Each employee shall earn five, six, or seven paid local leave days per school year based on months of service and in accordance with administrative regulations.

Local leave shall be used for personal illness, illness of an immediate family member, death in the immediate family, or family emergency. Up to three days of paid leave per year may be used for personal business.

An employee may contribute local leave to the Supplemental Sick Leave Bank in accordance with this policy.

Local leave shall accumulate without limit.

Funeral Leave

Each employee who is eligible for the comprehensive leave program shall be granted three days of bereavement leave per occurrence upon the death of a spouse, child, parent, current parent-in-law, sibling, or any other person residing in the employee's home at

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the time of death. Such leave shall be taken with no loss of pay or other paid leave.

Additional days in excess of the three days, or leave for other funerals not covered by this provision, shall be deducted from the employee's accrued leave.

A regular hourly employee shall not be eligible for funeral leave and may use accrued leave for a death in the employee's immediate family.

Supplemental Sick Leave Bank (SSLB)

The District shall establish a Supplemental 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 experiences a catastrophic illness or injury and has exhausted all paid leave and any applicable compensatory time.

Implementation procedures for the SSLB shall be published in the *Finance Procedures Manual*.

Professional Business

Short leaves with full pay may be granted to employees for visiting schools, for attending important professional meetings, or for carrying out some special assignments on recommendation of the department head and the Superintendent. An employee may be asked to file a written report. Each administrator may be allowed professional leave without salary deduction for attending national and state professional meetings, visiting schools, and attending other professional meetings, at their own expense, upon approval of the immediate supervisor and department head.

Procedures for authorization and reimbursement for a professional trip are outlined in the *Finance Procedures Manual*.

Board Meeting / Professional Consultation

When meetings between the Board or designee and the representative organization are scheduled during normal working hours of a school day, the members shall be relieved, as necessary, from all regular duties without loss of pay in order to permit their attendance at such meetings.

Employment Dispute Resolution Meetings

When it is necessary for any party of interest to attend an employment dispute resolution meeting, they shall, upon notice, be released without loss of pay in order to permit participation in the foregoing activities. Any employee who appears as a witness in such investigation or meetings shall be accorded the same right. [See DGBA(LOCAL) and appropriate regulations]

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Unpaid Leave

Political Leave

Upon application, an employee shall be granted an unpaid leave of absence not to exceed four years, for the purpose of seeking or, if elected, serving in a public office.

Developmental Leave

An employee may be granted an unpaid leave for one year for the purpose of engaging in a study designed to improve the employee's professional competence. Such leave request shall be accompanied by a statement describing how the leave is designed to improve professional competence. A study leave shall be effective at the beginning of the semester following the date of request. Upon request, such leave may be extended for one additional year. Upon returning, the employee must provide proof of the academic work completed.

An employee with five years of service with the Teacher Retirement System of Texas (TRS) may purchase up to two years of credit for developmental leave by notifying TRS in advance of the intention to take such leave, having the District certify that the leave request will meet the requirements of improving professional competency, and making the appropriate deposit with TRS.

Family and Medical Leave

The 12-month period within which employees shall be eligible for 12 weeks of family and medical leave (FMLA) leave shall run concurrently with applicable paid leave and compensatory time, as applicable from July 1 to June 30.

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

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Combined Leave for Spouses

When 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 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.

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<u>Leave at the End of Semester</u>	<u>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.</u>
<u>Temporary Disability Leave</u>	<u>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.]</u>
<u>Certified Employees</u>	
<u>All Other Employees</u>	<u>All other employees 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.] Reinstatement to regular employment shall be on a position-available basis only.</u>
<u>Notification</u>	<u>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.</u>
<u>Concurrent Use of Paid Leaves</u>	<u>The District shall require the use of all applicable state and local leave, personal leave, and vacation leave, if applicable in the order determined by the employee to use, followed by temporary disability leave when applicable and paid leave, including any compensatory time, concurrently with family and medical FMLA leave. An employee's family and medical leave entitlement shall run concurrently with a workers' compensation absence if the injury is classified as a serious health condition. [See DEC(LEGAL)]</u>
<u>FMLA LEAVE</u>	
<u>WORKERS' COMP ABSENCE</u>	
<u>Workers' Compensation</u>	<u>Note:</u> <u>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.</u>
	<u>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</u>
<u>Paid Leave Offset</u>	<u>The District shall permit the option for paid leave offset in conjunction with pay the difference between the weekly income benefit received under workers' compensation and the employee's regular weekly compensation and shall charge leave proportionately up to the employee's accumulated leave income benefits.</u>
<u>Court Appearances</u>	<u>Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.</u>

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Absences for court appearances related to an employee's personal business shall be deducted from the employee's accrued leave or, at the employee's option, be taken as leave without pay.

ASSAULT LEAVE

Assault leave, during which the employee's workers' compensation wage benefits shall be supplemented by the District up to the pre-assault weekly salary, with no deduction from the employee's accumulated paid leave benefits, shall run concurrently with family and medical leave. [See DEC(LEGAL)]

FUNERAL LEAVE

Regular employees eligible for the comprehensive leave program may receive funeral leave and be absent without loss of pay and without deduction from their accrued leave in the case of death of a spouse, child, parent, current parent-in-law, sibling, or any person residing in the employee's home at the time of death, for a period not to exceed three days per occurrence.

Additional days and all other funerals shall be charged to the employee's accrued leave balance. Regular hourly employees may use personal leave days for a death in the employee's immediate family.

Payment for Unused Leave

The 1972 Plan

An employee hired before October 10, 1972, who leaves employment with the District shall be eligible to receive payment for accumulated, unused paid leave if ~~he or she~~they:

1. ~~Has~~Have been ~~continually~~continuously employed by the District since initial employment; and
2. ~~Has~~Have become eligible for retirement in accordance with the provisions of Teacher Retirement System of Texas TRS.

An employee who meets all criteria shall receive payment for the unused portion of any accumulated, unused paid leave ~~benefits at his or her~~their current daily rate of pay, not to exceed one-half of the contract year or the number of days available as of August 31, 1986, whichever is less.

If an employee dies while under contract, any accumulated personal leave benefits, not to exceed one-half of the contract year or the number of days available as of August 31, 1986, shall be paid to the estate of the deceased.

Exception

Unless otherwise approved by the Board, an employee is not eligible for buy-back of unused state sick leave, state personal leave, and local ~~personal~~ leave if ~~he or she~~they:

1. ~~Is~~Are terminated from employment with the District;
2. Resigns or retires in lieu of termination or nonrenewal;

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3. ~~Is Are~~ under investigation for a terminable offense (while the investigation continues); or
4. ~~Is Are~~ found guilty in an investigation for a terminable offense.

Attendance Incentive Plan

The District may "buy back" any accrued but unused state leave from employees, in accordance with options of the Attendance Incentive Plan described below. Employees wishing to participate in any of these options shall apply in writing, observing time lines and following procedures specified by the payroll department.

Option 1

*Employee
incentive bank*

Beginning with the 2009-10 school year, an employee who has used five or less leave days (state leave, state sick leave, local leave) during the school year shall have the option of identifying and transferring up to five state leave days to an employee's Incentive Leave Bank. Any days added to an employee's Incentive Bank shall be eligible for a cash payout at retirement. The days eligible for transfer each year are as follows:

Days of Leave Used¹	Number of State Days Eligible for Transfer Annually
1	4
2	3
3	2
4	1
5	0

¹state leave, state sick leave, local leave

All leave time in an employee's Incentive Plan may be taken as leave when other leave accounts are exhausted or transferred to another school district.

Requirements for the Employee Incentive Bank shall be published annually by Human Resources.

Option 2

*Full Buy-Back at
Retirement*

Beginning with the 1997-98 school year, an employee in good standing who retires in accordance with provisions of the Teacher Retirement System of Texas shall receive full buyback at retirement based on the following:0.

1. Accumulated but unused state personal leave and state sick leave balances as of August 31, 2009; and
2. Accumulated but unused balance in the Employee Incentive Bank.

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Payout is 100 percent of each day's value calculated at the employee's current rate the last day of the contract year in which the days were accrued. The rate of pay does not include stipends, extra duty pay, overtime, incentive pay, or the like. This provision shall not apply to local leave days, except in the special circumstances noted at The 1972 Plan, below.

This benefit shall be calculated automatically upon retirement for each employee who completes an affidavit certifying that he or she is retiring under TRS. Verification shall be obtained from TRS that the employee actually retired before the benefits are granted.

These retirement benefits shall not be available to an employee under investigation, or whose employment is terminated by the District, or who resigns or retires in lieu of termination or nonrenewal, unless otherwise approved by the Board.

The 1972 Plan

If the employee was continuously employed by the District prior to October 10, 1972, and is eligible to receive partial payment for accrued personal leave, the employee shall be eligible also for payment of an additional benefit under this section up to a maximum amount equivalent to one half the employee's annual contract salary. The additional payment shall be equal to the lesser of the following:

1. The accumulated but unused state personal leave and state sick leave balances; or
2. The number of days remaining in the employee's combined local leave bank after the number of days eligible for payment under the 1972 Plan are subtracted, whichever is less.

The 1972 Plan applies only to employees hired prior to October 10, 1972. The number of days eligible for payment under the 1972 Plan was frozen on August 31, 1986.

**SUPPLEMENTAL
SICK LEAVE BANK
(SSLB)**

All employees who have applied and been approved to use the Supplemental Sick Leave Bank (SSLB) may be absent with full pay for the number of days, up to 30, approved by the District's health care insurance carrier. Implementation procedures shall be as indicated in the *Finance Procedures Manual*.

An employee must contribute to the bank one local leave day per fiscal year. The contribution shall entitle the employee to a maximum of 30 supplemental leave days for that fiscal year.

**FAMILY AND
MEDICAL LEAVE —
CERTIFICATION OF
HEALTH CONDITION**

Employees who request a leave of absence under the Family and Medical Leave Act for their serious health condition or that of a family member must provide the District with documentation from the health care provider that supports their request for such leave. Such written certification should be provided, when possible, in

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advance or at the start of the leave. The certification form is available from the Department of Human Resources.

If an employee's leave is foreseeable and he or she fails to submit the required certification within the time frame requested (which shall be no less than 15 days after the receipt of the request for leave), the employee's family and medical leave may be delayed until the required certification is provided. If repeated requests for the certification are ignored, family and medical leave may be denied.

If the need for leave is not foreseeable, an employee must provide the medical certification within the time frame requested (which shall be no less than 15 days after the receipt of the request for leave) or as soon as reasonably possible under the particular facts and circumstances. If an employee fails to provide a medical certification within a reasonable time under the pertinent circumstances, the continuation of his or her family and medical leave may be delayed. If a certification is never produced, the leave will not constitute family and medical leave and will result in a review of the period of absence for appropriate disciplinary action, which may include termination.

**VERIFICATION
OF FAMILY
RELATIONSHIP**

An employee requesting leave for the birth or placement of a child with the employee for adoption or state-approved foster care, or to care for a family member with a serious health condition, may be required to provide reasonable documentation of a family relationship. The Department of Human Resources shall inform the employee of any need for such verification.

**COMBINED LEAVE
FOR SPOUSES**

If both spouses are employed by the District, family and medical leave to care for their newborn child, or upon the adoption or placement of a child, or to care for a parent with a serious health condition may be limited to a combined total of 12 weeks, as determined by the needs of the District.

**INTERMITTENT
LEAVE**

In addition to the uses for intermittent leave provided for by the Family and Medical Leave Act [see DEC(LEGAL)], the District shall permit intermittent leave for the care of an employee's newborn child and for the adoption or placement of a child with the employee.

**TEACHER
REINSTATEMENT**

A teacher desiring to return to work at or near the conclusion of a semester shall be reinstated in accordance with the END-OF-TERM LEAVE section in DEC(LEGAL).

RESIGNATION

If, at the expiration of the family and medical 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

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by the District during the period in which such leave was taken as unpaid leave.

**INTERMITTENT OR
REDUCED LEAVE
SCHEDULE**

If the leave involves an intermittent or a reduced work schedule for the employee's own serious health condition or for the care of a family member with a serious health condition, the Certification of Physician Form must be submitted by the health care provider stating that the leave is medically necessary or will assist the employee's recovery, and must indicate the expected duration and schedule of such intermittent leave.

**FITNESS-FOR-DUTY
CERTIFICATION**

Upon returning to work from a medical leave of absence of more than seven calendar days' duration, an employee shall be required to provide certification from the employee's health care provider that the employee is able to return to work. The cost, if any, of a fitness-for-duty certification shall be borne by the employee. Failure to provide the required return to work certification may result in a delay of job restoration until the certification is provided.

**COUNTING FMLA
LEAVE**

If an employee chooses to take leave for "periods of a particular duration" in the case of intermittent or reduced schedule leave, the entire period of leave taken shall count as FMLA leave. [See DEC(LEGAL) for Family and Medical Leave provisions]

**OTHER PAID
LEAVES**

In order to encourage involvement and active participation in professional activities, family life, and public service, an employee may request to be absent with full pay for the purposes outlined below. Any employee desiring such leave should submit a request to the appropriate superior (principal, department head, or supervisor) at least ten school days in advance of the pending absence and make a written request on the short leave form. Such leave shall not be charged against the employee's accumulated leave balance.

**JURY DUTY AND
OTHER COURT
APPEARANCES**

An employee shall be granted leave with pay and without loss of accumulated leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for jury duty. However, 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.

**Professional
Business**

Short leaves with full pay may be granted to employees for visiting schools, for attending important professional meetings, or for carrying out some special assignments on recommendation of the department head and the Superintendent. An employee may be asked to file a written report. Each administrator may be allowed professional leave without salary deduction for attending national and state professional meetings, visiting schools, and attending

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

other professional meetings, at his or her own expense, upon approval of the immediate supervisor and department head.

Procedures for authorization and reimbursement for a professional trip are outlined in the *Finance Procedures Manual*.

Professional
Consultation

When meetings between the Board or designee and the representative organization are scheduled during normal working hours of a school day, the members shall be relieved, as necessary, from all regular duties without loss of pay in order to permit their attendance at such meetings.

Employment
Dispute Resolution
Meetings

When it is necessary for any party of interest to attend an employment dispute resolution meeting, he or she shall, upon notice, be released without loss of pay in order to permit participation in the foregoing activities. Any employee who appears as a witness in such investigation or meetings shall be accorded the same right. [See DGBA(LOCAL) and appropriate regulations]

Fulbright Teacher
Exchange Program

The District shall participate in the Fulbright Teacher Exchange Program to help promote mutual understanding between the people of the United States and the people of other countries through educational exchange. Teachers and administrators wishing to participate in the exchange program may apply to the Superintendent or designee in accordance with administrative regulations.

UNPAID LEAVES

POLITICAL LEAVE

Upon application, an unpaid leave of absence not to exceed four years shall be granted to any employee for the purpose of seeking or, if elected, serving in a public office.

DEVELOPMENTAL
LEAVE

An employee may be granted an unpaid leave for one year for the purpose of engaging in a study designed to improve the employee's professional competence. Such leave request shall be accompanied by a statement describing how the leave is designed to improve professional competence. A study leave shall be effective at the beginning of the semester following the date of request. Upon request, such leave may be extended for one additional year. Upon returning, the employee must provide proof of the academic work completed.

An employee with five years of service with TRS may purchase up to two years of credit for developmental leave by notifying TRS in advance of the intention to take such leave, having the District certify that the leave request will meet the requirements of improving professional competency, and making the appropriate deposit with TRS.

Office of the Superintendent of Schools
Board of Education Meeting of September 1, 2022

Office of Academics
Shawn Bird, Chief Academic Officer

SUBJECT: APPROVAL OF THE ESTABLISHMENT OF BOARD POLICY EHAA(LOCAL), BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)—FIRST READING

The purpose of this agenda item is to request that the Houston Independent School District (HISD) Board of Education approves the establishment of Board Policy EHAA(LOCAL), *Basic Instructional Program: Required Instruction (All Levels)*, as recommended by the Texas Association of School Boards (TASB).

RATIONALE

TASB recommends the establishment of Board Policy EHAA(LOCAL) to include new provisions based on House Bill (HB) 1525, which imposes several requirements regarding human sexuality curriculum materials, including ~~a board policy on adopting transparency about the adoption of~~ curriculum materials. The policy follows steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a recorded vote.

In addition, it includes provisions based on Senate Bill (SB) 9, which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the SHAC to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports all four district goals and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES ESTABLISH BOARD POLICY.

RECOMMENDED: That the Board of Education accepts the recommended establishment of Board Policy EHAA(LOCAL), *Basic Instructional Program: Required Instruction (All Levels)* on first reading, effective September 2, 2022.

BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (ALL LEVELS)

EHAA
(LOCAL)

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the District's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board. The SHAC shall ensure the items on the Compliance Checklist (TEC 28.004) are met.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on
Prevention of Child
Abuse, Family
Violence, Dating
Violence, and Sex
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

Effective Date

This policy shall be effective as of the adoption date, _____, 2022.

DATE ISSUED:

ADOPTED:

1 of 1

EHAA(LOCAL)-A