

John Buxie, PLLC
Attorney-At-Law
PO Box 685201
Austin, Texas 78768

November 8, 2023

Adolfo Pena
Superintendent
Rio Grande City ISD
apena042@rgccisd.org
Via Electronic Mail

Dear Mr. Pena:

This letter serves as a request for information under the Texas Public Information Act. Please provide documents which would provide the following information regarding Jessica Vera-Rios.

1. All documents relating to Ms. Vera-Rios's absences from her employment either paid or unpaid
2. All requests for time off, leave, PTO, or other absences from her employment
3. All documents showing whether such requests were granted or denied
4. All documents showing whether such absences were paid or unpaid

I am requesting these records or answers from July 1, 2022 – December 31, 2022.

In the event that you object to this request in any manner, I request a written response stating specifically which section(s) of which law(s) or rule(s) under which you are objecting or withholding information. If there are documents for which you do not object to their release, please send those separately from any documents for which you are requesting an Attorney General's opinion.

I am requesting that you provide these records in an electronic format. If the documents normally exist in electronic format, please submit them in their original format.

I am also requesting a waiver of any fees associated with this request. Please provide the documents to me at jbuxie@gmail.com.

Thank you for your prompt attention to this matter, please do not hesitate to contact me if I can provide any additional information or answer any questions.

Sincerely,

John Buxie

John Buxie

Report Date 11/09/23 01:44 PM

Rio Grande City Grulla I.S.D.

Page No 1

For Dates 07/01/22 - 12/31/22

Employee Leave Taken Posted & Unposted

HHLVE01A

Break By Location

Sort By Employee Name

| From Date | To Date | Leave Code/Plan | Description | Orig Leave | Duration | Dock Duration | Description | Week No |
|--|------------|-----------------|----------------------|------------|----------|---------------|-----------------------|---------|
| Location 9840 | | | | | | | | |
| Employee XXXXX VERA, JESSICA | | | | | | | | |
| 08/01/22 | - 08/01/22 | 01 02 | Local Leave | 01 | 1.500000 | | XXXXXXXXXX | |
| 09/01/22 | - 09/02/22 | 01 02 | Local Leave | 01 | 2.000000 | | XXXXXXXXXX | |
| 10/21/22 | - 10/21/22 | 01 02 | Local Leave | 01 | .500000 | | XXXXXXXXXX | |
| 10/24/22 | - 10/24/22 | 01 02 | Local Leave | 01 | .500000 | | XXXXXXXXXX | |
| 12/02/22 | - 12/02/22 | 01 02 | Local Leave | 01 | 1.000000 | | XXXXXXXXXX | |
| 12/15/22 | - 12/15/22 | 02 02 | State Personal Leave | 01 | 1.000000 | | XXXXXXXXXX | |
| Employee Total: | | | | | 6.500000 | .000000 | | |
| Location 9840 | | | | | Total: | 6.500000 | .000000 | |
| Grand Total: | | | | | 6.500000 | .000000 | | |

| Break By Totals | | <u>Leave Code</u> | <u>Count</u> | <u>Duration</u> | <u>Dock Duration</u> |
|------------------------|--|-------------------|--------------|-----------------|----------------------|
| Location 9840 | | 01 | 5 | 5.500000 | |
| | | 02 | 1 | 1.000000 | |

| Report Totals | | <u>Leave Code</u> | <u>Count</u> | <u>Duration</u> | <u>Dock Duration</u> |
|----------------------|--|-------------------|--------------|-----------------|----------------------|
| | | 01 | 5 | 5.500000 | |
| | | 02 | 1 | 1.000000 | |

TERM CONTRACT

Date given Employee: May 8, 2023

1. Position. The District agrees to employ Joel Villarreal (you) as a Certified Professional.

2. Term. You will be employed on a 12.00-month basis for the 2023-2024 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.

3. Credentials and Criminal History Review.

3.1 Certification and Licensure Requirement. You agree to provide, before your start date under this Contract, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit, or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.

3.2 Criminal History Review. As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.

4. Representations.

4.1 Beginning of Contract. You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL).

4.2 During Contract. You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL). You agree to provide the notification within the time period specified in Board policy, or within seven calendar days if no time period is specified.

4.3 False Statements and Misrepresentations. You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. Duties.

5.1 General Standard. You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

5.2 Rules. You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.

5.3 Assignment/Reassignment. You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.

5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in the position that is named in paragraph 1 of this Contract. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned responsibilities and duties of your position, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.

6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.

6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.

6.5 **Overpayments.** You agree that you are not entitled to any fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

6.6 **Benefits.** The District shall provide you with benefits as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

7. Other Provisions.

7.1 **Equipment and Reports.** You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

7.3 **Addenda.** This Contract includes one or more Addenda, as follows:

(1) Addendum A: _____

(2) Addendum B: _____

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination and Nonrenewal of Contract.

9.1 **Termination of Contract.** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or a financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 **Nonrenewal.** The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. General Provisions.

10.1 **Amendment.** This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 **Severability.** If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 **Entire Agreement.** This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

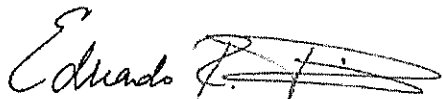
10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** You agree to keep a current address on file with the District's human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before June 16, 2023 (return date). If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

I have read this Contract and agree to abide by its terms and conditions:

Rio Grande City Consolidated Independent School District

By: 
President, Board of Trustees

Date signed: April 18, 2023

Format Board Approved: June 11, 2019

Attached Workflow

Employee Signature

Current Status

Approved

Workflow Steps

1 Signed by JOEL VILLARREAL on 05/24/2023 at 1:28 PM
Signature: Joel Villarreal

Emp No: [] Last: **VILLARREAL** First: **JOEL** Middle: []
 Leave Code: [] Filter: []

Leaves Taken

| Leave Code | Leave Plan | From Date | To Date | Amt. Used | Amt. Docked | Posted | Description |
|------------|----------------------|--------------------------------|------------|-----------|-------------|--------|----------------------|
| 02 | State Personal Lea03 | Professional: Sept: 05-22-2023 | 05-22-2023 | 1.000000 | | Y | EMERGENCY |
| 02 | State Personal Lea03 | Professional: Sept: 03-27-2023 | 03-27-2023 | 1.000000 | | Y | EMERGENCY |
| 01 | Local Leave 03 | Professional: Sept: 11-08-2022 | 11-08-2022 | 1.000000 | | Y | EMERGENCY |
| 01 | Local Leave 03 | Professional: Sept: 11-04-2022 | 11-04-2022 | 1.000000 | | Y | EMERGENCY |
| 01 | Local Leave 03 | Professional: Sept: 10-05-2022 | 10-06-2022 | 2.000000 | | Y | EMERGENCY |
| 01 | Local Leave 03 | Professional: Sept: 09-15-2022 | 09-15-2022 | 1.000000 | | Y | EMERGENCY |
| 02 | State Personal Lea03 | Professional: Sept: 04-29-2022 | 04-29-2022 | .500000 | | Y | EMERGENCY |
| 02 | State Personal Lea03 | Professional: Sept: 04-28-2022 | 04-28-2022 | .500000 | | Y | EMERGENCY |
| 01 | Local Leave 03 | Professional: Sept: 04-26-2022 | 04-26-2022 | .500000 | | Y | EMERGENCY |

Leave Available

| Leave Code | Leave Plan | Start Date | End Date | Leave Available |
|------------|-------------------------|---------------------------|----------|-----------------|
| 01 | Local Leave 03 | Professional: September 1 | | 5.000000 |
| 02 | State Personal Leave 03 | Professional: September 1 | | 55.000000 |
| 04 | School Business 01 | School Business: All Emp | | .000000 |
| 05 | Workshop 01 | Workshop: All Employees | | .000000 |
| 06 | Jury Duty 01 | Jury Duty: All Employees | | .000000 |
| 07 | Off Days 01 | Off Days: All Employees | | .000000 |

TERM CONTRACT

Date given Employee: May 8, 2023

1. Position. The District agrees to employ Jessica Vera (you) as a Licensed Professional.

2. Term. You will be employed on a 11.00 -month basis for the 2023-2024 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.

3. Credentials and Criminal History Review.

3.1 Certification and Licensure Requirement. You agree to provide, before your start date under this Contract, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit, or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.

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I have read this Contract and agree to abide by its terms and conditions:

Rio Grande City Consolidated Independent School District

By: 
President, Board of Trustees

Date signed: April 18, 2023

Format Board Approved: June 11, 2019

Attached Workflow

Employee Signature

Current Status

Approved

Workflow Steps

1 Signed by JESSICA VERA on 05/16/2023 at 2:11 PM
Signature: Dr. Jessica Vera, PhD, LSSP, LPC-S

Emp No Last First Middle
 Leave Code

Leaves Taken

| | Leave Code | Leave Plan | From Date | To Date | Amt. Used | Amt. Docked | Posted | Description |
|---|------------|----------------------|------------------------------|------------|-----------|-------------|--------|----------------------|
| ▲ | 01 | Local Leave 02 | Professional: Aug 09-29-2023 | 09-29-2023 | 1.000000 | | Y | EMERGENCY |
| ▲ | 02 | State Personal Lea02 | Professional: Aug 05-27-2023 | 05-27-2023 | 1.000000 | | Y | SICKNESS |
| | 02 | State Personal Lea02 | Professional: Aug 05-12-2023 | 05-12-2023 | 1.000000 | | Y | SICKNESS |
| | 02 | State Personal Lea02 | Professional: Aug 03-20-2023 | 03-20-2023 | 1.000000 | | Y | SICKNESS |
| | 02 | State Personal Lea02 | Professional: Aug 02-17-2023 | 02-17-2023 | 1.000000 | | Y | SICK |
| | 02 | State Personal Lea02 | Professional: Aug 01-27-2023 | 01-27-2023 | 1.000000 | | Y | SICKNESS |
| | 02 | State Personal Lea02 | Professional: Aug 12-15-2022 | 12-15-2022 | 1.000000 | | Y | SICKNESS |
| | 01 | Local Leave 02 | Professional: Aug 12-02-2022 | 12-02-2022 | 1.000000 | | Y | SICKNESS |
| ▼ | 01 | Local Leave 02 | Professional: Aug 10-24-2022 | 10-24-2022 | .500000 | | Y | EMERGENCY |

Leave Available

| | Leave Code | Leave Plan | Start Date | End Date | Leave Available |
|---|------------|-------------------------|---------------------------|----------|-----------------|
| ▲ | 01 | Local Leave 02 | Professional: August Ful | | 4.000000 |
| | 02 | State Personal Leave 02 | Professional: August Ful | | 54.000000 |
| | 04 | School Business 01 | School Business: All Empl | | .000000 |
| | 05 | Workshop 01 | Workshop: All Employees | | .000000 |
| | 06 | Jury Duty 01 | Jury Duty: All Employees | | .000000 |
| ▼ | 07 | Off Days 01 | Off Days: All Employees | | .000000 |