

EMPLOYMENT OBJECTIVES

DA
(LOCAL)

LONG-RANGE
PLANNING

The quality of the District's education program is determined to a large degree by the individual qualification and effectiveness with which District personnel perform and coordinate their efforts to educate the youngsters entrusted to them. A well planned educational program is focused on strategic planning for systemic change and is essential in the areas of curriculum and instruction. The school plant is important and adequate financing is required, all of which demand long-range comprehensive planning, but the most important ingredient of a quality educational program, and the most expensive, is the District staff. Therefore, the Board expects the Superintendent to direct a system for developing long-range staffing and personnel needs of the District and making periodic reports to the Board concerning these plans.

CLASSIFICATION

The Superintendent shall develop a comprehensive personnel classification system which includes all personnel of the District. All personnel shall fall into three general classifications:

1. Administrative Personnel
2. Instructional Personnel
3. Support and Service Personnel

Within these classifications there are also the certificated and non-certificated personnel. The Superintendent shall designate levels of responsibility and position titles in the classification system.

The Board and all personnel of the District shall be kept informed concerning the classification system.

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EQUAL EMPLOYMENT OPPORTUNITY

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NONDISCRIMINATION — IN GENERAL	<p>The District shall not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment on the basis of any of the following protected characteristics:</p> <ol style="list-style-type: none">1. Race, color, or national origin;2. Sex;3. Religion;4. Age (applies to individuals who are 40 years of age or older); or5. Disability. <p><i>42 U.S.C. 1981; 42 U.S.C. 2000e et seq. (Title VII); 20 U.S.C. 1681 et seq. (Title IX); 42 U.S.C. 12100 et seq. (Americans with Disabilities Act); 29 U.S.C. 621 et seq. (Age Discrimination in Employment Act); 29 U.S.C. 793, 794 (Rehabilitation Act); U.S. Const. Amend. I; Labor Code Chapter 21 (Texas Commission on Human Rights Act)</i></p>
JOB QUALIFICATION	<p>The District may take employment actions based on religion, sex, national origin, or age in those certain instances where religion, sex, national origin, or age is a bona fide occupational qualification. <i>42 U.S.C. 2000e-2(e); 29 U.S.C. 623(f)</i></p>
EMPLOYMENT POSTINGS	<p>The District shall not print or publish any notice or advertisement relating to District employment that indicates any preference, limitation, specification, or discrimination based on race, color, religion, sex, or national origin, unless the characteristic is a bona fide occupational qualification. <i>42 U.S.C. 2000e-3(b)</i></p>
HARASSMENT OF EMPLOYEES	<p>The District has an affirmative duty to maintain a working environment free of harassment on the basis of sex, race, color, religion, and national origin. <i>42 U.S.C. 2000e et seq.; 29 CFR 1606.8(a), 1604.11 [See DIA]</i></p>
RETALIATION	<p>The District may not discriminate against any employee or applicant for employment because the employee or applicant has opposed any unlawful, discriminatory employment practices or participated in the investigation of any complaint related to an unlawful, discriminatory employment practice. <i>29 U.S.C. 623(d) (ADEA); 42 U.S.C. 2000e-3(a) (Title VII); 34 CFR 100.7(e) (Title VI); 34 CFR 110.34 (Age Act); 42 U.S.C. 12203 (ADA); <u>Jackson v. Birmingham Bd. of Educ.</u>, 544 U.S. 167 (2005) (Title IX)</i></p>
NOTICES	<p>The District shall post in conspicuous places upon its premises a notice setting forth the information the Equal Employment Oppor-</p>

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tunity Commission deems appropriate to effectuate the purposes of the anti-discrimination laws. *29 U.S.C. 627; 42 U.S.C. 2000e-10*

SECTION 504
NOTICE

A district that employs 15 or more persons shall take appropriate steps to notify applicants and employees, including those with impaired vision or hearing, that it does not discriminate on the basis of disability.

The notice shall state:

1. That the District does not discriminate in employment in its programs and activities; and
2. The identity of the District's 504 coordinator.

Methods of notification may include:

1. Posting of notices;
2. Publication in newspapers and magazines;
3. Placing notices in District publications; and
4. Distributing memoranda or other written communications.

If the District publishes or uses recruitment materials containing general information that it makes available to applicants or employees, it shall include in those materials a statement of its non-discrimination policy.

34 CFR 104.8

AGE DISCRIMINATION

The District may take an employment action on the basis of age pursuant to a bona fide seniority system or a bona fide employee benefit plan. However, a bona fide employee benefit plan shall not excuse the failure to hire any individual and no such benefit plan shall require or permit the involuntary retirement of any individual because of age. *29 U.S.C. 623(f)*

SEX DISCRIMINATION
PREGNANCY

The prohibition against discrimination on the basis of sex includes discrimination on the basis of pregnancy, childbirth, or related medical conditions. The District shall treat women affected by pregnancy, childbirth, or related medical conditions the same for all employment-related purposes, including receipt of benefits under fringe benefit programs. *42 U.S.C. 2000e(k)*

EQUAL PAY

The District may not pay an employee at a rate less than the rate the employer pays employees of the opposite sex for equal work on jobs the performance of which require equal skill, effort, or responsibility and which are performed under similar working conditions. This rule does not apply if the payment is pursuant to a seniority system, a merit system, a system that measures earnings by

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	<p>quantity or quality of production, or a differential based on any other factor other than sex. <i>29 U.S.C. 206(d); 34 CFR 106.54</i></p>
RELIGIOUS DISCRIMINATION	<p>The prohibition against discrimination on the basis of religion includes all aspects of religious observances and practice, as well as religious belief, unless the District demonstrates that it is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship to the District's business. "Undue hardship" means more than a <i>de minimus</i> (minimal) cost. <i>42 U.S.C. 2000e(j); 29 CFR 1605.2</i></p> <p>The District may not substantially burden an employee's free exercise of religion, unless the burden is in furtherance of a compelling governmental interest and is the least restrictive means of furthering that interest. <i>Civ. Prac. & Rem. Code 110.003</i></p>
DISABILITY DISCRIMINATION	<p>The District shall make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability, unless the District can demonstrate that the accommodation would impose an undue hardship on the operation of the District. <i>42 U.S.C. 12112(b); 29 CFR 1630.9; 29 U.S.C. 794; 34 CFR 104.11; Labor Code 21.051</i> [See DBB regarding medical examinations and inquiries under the Americans with Disabilities Act]</p>
DISCRIMINATION BASED ON RELATIONSHIP	<p>The District shall not exclude or deny equal jobs or benefits to, or otherwise discriminate against, a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a family, business, social, or other relationship or association. <i>42 U.S.C. 12112(b)(4); 29 CFR 1630.8; 34 CFR 104.11</i></p>
DEFINITIONS	<p>"Disability" means a physical or mental impairment that substantially limits one or more of an individual's major life activities, a record of having such an impairment, or being regarded as having such an impairment. "Major life activities" are such functions as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. <i>42 U.S.C. 12102(2); 29 CFR 1630.2(g)-(l); 28 CFR 35.104; 34 CFR 104.3(j), (l); Labor Code 21.002(6)</i></p> <p>"Qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or desires. Consideration shall be given to the District's judgment as to what functions of a job are essential. A written job description prepared before advertising or interviewing applicants for the job is evidence of the job's essential functions.</p>

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42 U.S.C. 12111(8); 29 CFR 1630.2(m), (n); 34 CFR 104.3(l); Labor Code 21.105

USE OF ILLEGAL DRUGS The term “qualified individual with a disability” does not include any employee or applicant who is currently engaging in the illegal use of drugs, when the District acts on the basis of such use.

DRUG TESTING The District is not prohibited from conducting drug testing of employees and applicants for the illegal use of drugs or making employment decisions based on the results of such tests.

42 U.S.C. 12114(c), (d) [See DHE]

ALCOHOL USE The term “qualified individual with a disability” does not include an individual who is an alcoholic and whose current use of alcohol prevents the employee from performing the duties of his or her job or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others. *42 U.S.C. 12114(a); 29 CFR 1630.3(a); 28 CFR 35.104; 29 U.S.C. 705(20)(C)*

REASONABLE ACCOMMODATION “Reasonable accommodation” includes:

1. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and
2. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

42 U.S.C. 12111(9); 29 CFR 1630.2(o); 34 CFR 104.12(b)

UNDUE HARDSHIP “Undue hardship” means an action requiring significant difficulty or expense when considered in light of the nature and cost of the accommodation needed, overall financial resources of the affected facility and the District, and other factors set out in law. *42 U.S.C. 12111(10); 29 CFR 1630.2(p); 34 CFR 104.12(c)*

DIRECT THREAT TO HEALTH OR SAFETY As a qualification standard, the District may require that an individual not pose a direct threat to the health or safety of other individuals in the workplace. “Direct threat” means a significant risk to the health or safety of the individual or others that cannot be eliminated by reasonable accommodation. *42 U.S.C. 12111(3); 29 CFR 1630.2(q)*

COMMUNICABLE DISEASES The District may refuse to assign or continue to assign an individual to a job involving food handling if the individual has an infectious or communicable disease that is transmitted to others through

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handling of food. *42 U.S.C. 12113(d); 29 U.S.C. 705(20)(D); 29 CFR 1630.16(e); Labor Code 21.002(6)(B)*

MILITARY SERVICE

The District shall not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of membership in a uniformed service, performance in a uniformed service, application for uniformed service, or obligation to a uniformed service. The District shall not take adverse employment action or discriminate against any person who takes action to enforce protections afforded by the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). *38 U.S.C. 4311* [See also DEC]

GRIEVANCE POLICIES
SECTION 504

A district that receives federal financial assistance and that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act. *34 CFR 104.7(b), 104.11*

AMERICANS WITH
DISABILITIES ACT

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Americans with Disabilities Act. *28 CFR 35.107, 35.140*

TITLE IX

A district that receives federal financial assistance shall adopt and publish grievance procedures providing for prompt and equitable resolution of employee complaints alleging any action prohibited by Title IX. *34 CFR 106.8(b); North Haven Board of Education v. Bell, 456 U.S. 512 (1982)*

[See DGBA]

COMPLIANCE
COORDINATOR

The District shall designate at least one employee to coordinate its efforts to comply with Title IX, Section 504, the Age Act, and the ADA. The District shall notify all employees of the name, office address, and telephone number of the employee(s) so designated. *34 CFR 104.7(b), 104.11; 28 CFR 35.107, 35.140; 34 CFR 106.8(b)*

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The Superintendent shall serve as coordinator for purposes of District compliance with antidiscrimination laws, except as provided below.

ADA / SECTION 504
COORDINATOR

The District designates the person assigned to the position indicated below to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973.

Position: Executive Director for Personnel

Address: 1203 W. Pioneer Pkwy., Arlington, TX 76013-6246

Telephone: (817) 460-4611; (817) 459-7433

TITLE IX
COORDINATOR

The District designates the person assigned to the position indicated below to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Position: Executive Director for Secondary Instruction

Address: 1203 W. Pioneer Pkwy., Arlington, TX 76013-6246

Telephone: (817) 460-4611; (817) 459-7303

COMPLAINTS

Allegations of unlawful discrimination shall be directed to the appropriate coordinator and shall be heard through DGBA(LOCAL). Reports regarding prohibited harassment, including sexual harassment, shall be made according to DIA(LOCAL).

RECORDS
RETENTION

Copies of reports alleging discrimination or prohibited harassment, including sexual harassment; investigation reports; and related records shall be maintained by the District for a period of at least three years.

EMPLOYMENT OBJECTIVES
OBJECTIVE CRITERIA FOR PERSONNEL DECISIONS

DAB
(LOCAL)

The Board establishes the following objective criteria for decisions regarding the hiring, dismissal, reassignment, promotion, and demotion of District personnel. These criteria are not rank-ordered and may be considered in whole or in part in making such decisions.

1. Academic or technical preparation, supported by transcripts.
2. Proper certification for grade level, subject, or assignment, including emergency permits and endorsements for specific subjects, programs, or positions.
3. Experience.
4. Recommendations and references.
5. Appraisals and other performance evaluations.
6. The needs of the District.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS

DB
(LOCAL)

INTERROGATIONS
AND SEARCHES OF
EMPLOYEES BY
EMPLOYEES

District employees are prohibited from searching other District employees under any circumstances. An administrator shall be notified and involved whenever a complaint is received that may result in the need to search the employee. The employee must be informed of the allegations giving rise to the request to search him or her.

LAW ENFORCEMENT

The administrator advised of the situation shall contact law enforcement immediately. The accused employee shall be directed to remain in a particular designated location until law enforcement arrives.

Upon arrival of law enforcement, the accused employee shall be turned over to law enforcement for questioning and follow-up. Witnesses will be asked to cooperate with the law enforcement investigation.

NO RETALIATION

No employee shall allow any administrator to search his or her person. Employees shall not be retaliated against for refusing to be searched by an administrator.

Any employee who refuses to wait for law enforcement where directed and/or leaves the designated area without permission may be subject to disciplinary action, up to and including termination in accordance with appropriate policies.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS

DB
(REGULATION)

UNIFORMS, ID FOR
AUXILIARY
EMPLOYEES

All employees are required to have an ID badge available for showing. Failure to adhere to this requirement will result in disciplinary action, up to and including termination.

Hourly employees, except bus drivers and bus attendants, shall be required to wear uniforms, which are issued in accordance with departmental policies that are set out in departmental handbooks.

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PROFESSIONAL
PERSONNEL
CREDENTIALS

A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, or counselor by the District unless the person holds an appropriate certificate or permit. A person who desires to teach in a public school shall present the person's certificate for filing with the District before the person's contract with the Board is binding. *Education Code 21.003(a), 21.053(a)*

An educator who does not hold a valid certificate may not be paid for teaching or work done before the effective date of issuance of a valid certificate. *Education Code 21.053(b)*

A person may not be employed by the District as an audiologist, occupational therapist, physical therapist, physician, nurse, school psychologist, associate school psychologist, social worker, or speech language pathologist unless the person is licensed by the state agency that licenses that profession. A person may perform specific services within those professions for the District only if the person holds the appropriate credentials from the appropriate state agency. *Education Code 21.003(b)*

ADDITIONAL
CERTIFICATION

The State Board for Educator Certification (SBEC) shall provide for a certified educator to qualify for additional certification to teach at a grade level or in a subject area not covered by the educator's certificate upon satisfactory completion of an examination or other assessment of the educator's qualification. *Education Code 21.056; 19 TAC 230.437*

MASTER TEACHER
GRANT PROGRAMS

The District may apply to the Commissioner of Education for grants to be used to pay stipends to certified master reading teachers, master mathematics teachers, master technology teachers, and master science teachers.

TEACHER
ELIGIBILITY

The Commissioner shall reduce payments to the District proportionately to the extent a teacher does not meet the requirements for a master teacher for the entire school year.

If a teacher qualifies as a master reading or mathematics teacher for a partial month, the District's written policy will determine how the District counts the partial month, for example, as no month served or as an entire month served. Only whole months shall be entered on the application by the District on the teacher's behalf.

19 TAC 101.1011(g), 102.1013(g), 102.1015(g)

DESIGNATION OF
TEACHER

A district that employs more certified master teachers than the number of grants available shall select the certified master teacher(s) to whom to pay the stipends based on a policy adopted by the Board, except that the District shall pay a stipend for two additional consecutive school years to a teacher:

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1. The District has selected for and paid a stipend for a school year who remains eligible for a certified master teacher stipend; and
2. For whom the District receives a grant under this section for those years.

The District's decision is final and may not be appealed.

The District may not apportion among teachers a stipend paid for with a grant the District receives under this program. The District may use local money to pay additional stipends in amounts determined by the District.

*Education Code 21.410(g), 21.411(g), 21.412(g), 21.413(g);
19 TAC 101.1015(h), 102.1011(h), 102.1013(h)*

REDUCTION OF
STIPEND

If state funds are appropriated but are insufficient to fully fund a master reading teacher, master mathematics teacher, or master science teacher grant, the Commissioner shall reduce the grant paid to each district and the District shall reduce the stipend the District pays to each teacher under the grant program proportionately so that each selected teacher receives the same amount of money. If funds are insufficient to fully fund a master technology teacher grant, the Commissioner shall determine the method of distributing the funds.

A stipend a teacher receives under this program is not considered in determining whether the District is paying the teacher the minimum monthly salary.

The District must pay state stipends to certified master reading, science, and mathematics teachers no later than 30 days after receipt of the grant by the District.

*Education Code 21.410–.413; 19 TAC 102.1011, 102.1013,
102.1015*

TEACHERS IN CORE
ACADEMIC SUBJECTS

As part of the state plan described at 20 U.S.C. 6311, TEA shall develop a plan to ensure that all teachers teaching in core academic subjects within the state are highly qualified not later than the end of the 2005–06 school year.

'CORE ACADEMIC
SUBJECTS'
DEFINED

The term "core academic subjects" means English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography.

TEACHERS IN TITLE I
PROGRAMS

Beginning with the first day of school of 2002–03, each district receiving assistance under Title I, Part A of the ESEA (20 U.S.C. 6301 *et seq.*) shall ensure that all teachers hired after that day and

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teaching in a program supported with such federal funds are highly qualified.

'HIGHLY QUALIFIED'

GENERAL
CERTIFICATION
REQUIREMENT

The term "highly qualified":

1. When used with respect to any public elementary school or secondary school teacher, means the teacher:
 - a. Has obtained full state certification as a teacher (including alternative certification); and
 - b. Has not had certification or licensure requirements waived on an emergency, temporary, or provisional basis.

SUBJECT
COMPETENCY

NEW
ELEMENTARY
TEACHER

2. When used with respect to an elementary school teacher who is new to the profession, means the teacher:
 - a. Holds at least a bachelor's degree; and
 - b. Has demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum.

NEW MIDDLE OR
SECONDARY
TEACHER

3. When used with respect to a middle or secondary school teacher who is new to the profession, means the teacher:
 - a. Holds at least a bachelor's degree; and
 - b. Has demonstrated a high level of competency in each of the academic subjects in which the teacher teaches by:
 - (1) Passing a rigorous state academic subject test in each of the academic subjects in which the teacher teaches; or
 - (2) Successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an undergraduate academic major, or advanced certification or credentialing.

EXISTING
TEACHER

4. When used with respect to an elementary, middle, or secondary school teacher who is not new to the profession, means the teacher holds at least a bachelor's degree and:
 - a. Has met the applicable standard as detailed above for new teachers; or
 - b. Demonstrates competence in all academic subjects in which the teacher teaches based on a high objective uniform state standard of evaluation.

No Child Left Behind Act of 2001, 20 U.S.C. 6319(a)(1), 7801(23)

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HIGHLY QUALIFIED
SPECIAL EDUCATION
TEACHERS

Effective July 1, 2005, the term "highly qualified," when used with respect to a special education teacher, means the teacher meets the above requirements, as applicable, and:

GENERAL
REQUIREMENTS

1. Has obtained full state certification as a special education teacher (including alternative certification);
2. Has not had special education certification or licensure requirements waived on an emergency, temporary, or provisional basis; and
3. Holds at least a bachelor's degree.

Special education teachers who teach alternative achievement standards or who teach two or more core academic subjects exclusively to children with disabilities must also demonstrate subject matter competence as set forth below.

TEACHING
ALTERNATIVE
ACHIEVEMENT
STANDARDS

1. New and existing special education teachers who teach core academic subjects exclusively to children who are assessed against alternate achievement standards may:
 - a. Meet the applicable requirements for any new or existing elementary, middle, or secondary teacher; or
 - b. In the case of instruction above the elementary level, demonstrate subject matter knowledge appropriate to the level of instruction being provided, as determined by the state, needed to effectively teach to those standards.

TEACHING TWO OR
MORE CORE
ACADEMIC
SUBJECTS

2. A special education teacher who teaches two or more core academic subjects exclusively to children with disabilities may either:
 - a. Meet the applicable requirements for any new or existing elementary, middle, or secondary school teacher;
 - b. In the case of an existing teacher, demonstrate competence in all core academic subjects in which the teacher teaches in the same manner as is required for any other existing elementary, middle, or secondary school teacher. This may include a single, high objective uniform state standard of evaluation covering multiple subjects; or
 - c. In the case of a new special education teacher who teaches multiple subjects and who is highly qualified in mathematics, language arts, or science, the teacher may demonstrate competence in the other core academic subjects in which the teacher teaches in the same manner as is required for an existing elementary, middle, or

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secondary school teacher. This may include a single, high objective uniform state standard of evaluation covering multiple subjects. The teacher must demonstrate competence under this section not later than two years after the date of employment.

20 U.S.C. 1401(10)

NOTICE TO
PARENTS:
QUALIFICATIONS

As a condition of receiving assistance under Title I, Part A of the ESEA (20 U.S.C. 6301 *et seq.*), the District shall, at the beginning of each school year, notify the parents of each student attending any school receiving such funds that the parents may request, and the District shall provide the parents on request (and in a timely manner) information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived.
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.
4. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

ADDITIONAL
INFORMATION

A school that receives such federal funds shall also provide to each individual parent:

1. Information on the level of achievement of the parent's child in each of the state academic assessments; and
2. Timely notice that the parent's child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who is not highly qualified.

No Child Left Behind Act of 2001, 20 U.S.C. 6311(h)(6)

CPR AND FIRST AID
CERTIFICATION

A District employee who serves as head director of a school marching band, head coach, or chief sponsor of an extracurricular athletic activity (including cheerleading) that is sponsored or sanctioned by the District or UIL must maintain and submit to the District proof of current certification in first aid and cardiopulmonary resuscitation issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent

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training and certification. The District shall adopt procedures for administering this requirement, including procedures for the time and manner in which proof of current certification must be submitted. *Education Code 33.086*

SCHOOL DISTRICT
TEACHING PERMIT

A person who does not hold a teaching certificate may be issued a school district teaching permit. The District may issue a school district teaching permit to and may employ a person who holds a baccalaureate degree. A baccalaureate degree is not required for persons who will teach only career and technology education.

STATEMENT TO
COMMISSIONER

After employing a person under a school district permit, the District shall promptly send a written statement to the Commissioner. This statement must identify the person, the person's qualifications as a teacher, and the subject or class the person will teach. The person may teach the subject or class pending action by the Commissioner. Not later than the 30th day after the Commissioner receives the District's statement, the Commissioner may inform the District that the person is not qualified to teach. The person may not teach if the Commissioner finds that the person is not qualified.

If the Commissioner fails to act before the 30th day after receiving the statement, the District may issue the school district teaching permit and the person may teach the subject or class identified in the statement sent to the Commissioner.

DURATION OF
PERMIT

A person holding a school district teaching permit may teach the subject or class identified to the Commissioner for as long as the teacher remains in the District or until the District revokes the permit for cause. A person authorized to teach under a school district teaching permit issued by a particular district may not teach in another school district unless that other district complies with the permit-issuing provisions.

Education Code 21.055

Note: The assignment of a teacher to teach a class for which he or she is not properly certified triggers parent notification requirements in accordance with state and federal laws. See DK.

REVOCAION OF
CERTIFICATE FOR
CERTAIN OFFENSES
AGAINST CHILDREN

Not later than the fifth day after receiving notice from a court under Code of Criminal Procedure Article 42.018 that a person who holds a certificate issued under Education Code Chapter 21, Subchapter B, has been convicted, SBEC must revoke the person's certificate and provide written notice of the revocation and its basis to the person and to any school district or open-enrollment charter school employing the person at the time.

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The revocation and notice requirement applies only if the victim of the offense is under 18 years of age, and only to a conviction of a felony under Penal Code Title 5 or an offense for which the person must register as a sex offender.

Education Code 21.058 [See also DK and DF]

FAILURE OF
CERTIFICATION

An employee's probationary, term, or continuing contract under Education Code Chapter 21 is void if the employee:

1. Does not hold a certificate or permit issued by SBEC; or
2. Fails to fulfill the requirements necessary to extend the employee's temporary or emergency certificate or permit.

This provision does not apply to a certified teacher assigned to teach a subject for which the teacher is not certified.

Education Code 21.0031(a), (e) [See DF]

PARAPROFESSIONAL
EMPLOYEES

Educational aides shall be certified according to standards established by the State Board for Educator Certification. *19 TAC 230.551*

CREDENTIALS

TITLE I PROGRAM
REQUIREMENTS

Each district receiving assistance under Title I, Part A of the ESEA (20 U.S.C. 6301 *et seq.*) shall ensure that all paraprofessionals working in a program supported with those funds shall:

DUTIES

1. Be assigned only duties consistent with 20 U.S.C. 6319(g).

HIGH SCHOOL
DIPLOMA

2. Regardless of the paraprofessionals' hiring date, have earned a secondary school diploma or its recognized equivalent.

HIGHER
EDUCATION OR
COMPETENCY TEST

3. If hired after January 8, 2002, have one of the following credentials:
 - a. Completed at least 2 years of study at an institution of higher education;
 - b. Obtained an associate's (or higher) degree; or
 - c. Met a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment:
 - (1) Knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
 - (2) Knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

Receipt of a high school diploma is not sufficient to satisfy the formal academic assessment requirement.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LEGAL)

FULL
COMPLIANCE
DATE

All paraprofessionals hired before January 8, 2002 and working in a program supported with Title I, Part A funds shall satisfy the HIGHER EDUCATION OR COMPETENCY TEST requirement not later than January 8, 2006.

EXCEPTIONS

The HIGHER EDUCATION OR COMPETENCY TEST requirements above shall not apply to a paraprofessional:

1. Who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in programs under Title I, Part A by acting as a translator; or
2. Whose duties consist solely of conducting parental involvement activities.

No Child Left Behind Act of 2001, 20 U.S.C. 6319

SCHOOL BUS
DRIVERS
CREDENTIALS

A school bus driver must:

1. Be at least 18 years old.
2. Hold an appropriate class of driver's license for the vehicle being operated.
3. Pass an annual physical exam and otherwise meet medical and physical requirements established by the Department of Public Safety (DPS). [See DBB]
4. Have a driving record that is acceptable according to minimum standards adopted by the DPS. A check of the person's driving record shall be made with DPS annually.
5. Pass a pre-employment driver's license check with the DPS, and maintain a driving record acceptable according to the standards prescribed by the State Board and the DPS. [See ANNUAL EVALUATION, below]
6. Have an acceptable criminal history record. [See DC] If the District obtains information that a person has been convicted of a felony or misdemeanor involving moral turpitude, it may not employ the person to drive a school bus on which students are transported unless the employment is approved by the Board or the Board's designee.
7. Possess a valid certificate stating that the driver is enrolled in, or has completed, a driver training course in school bus safety education approved by the DPS.

Trans. Code 521.022; 37 TAC 14.11, 14.12, 14.14

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LEGAL)

ANNUAL EVALUATION	The District shall evaluate the driver's license record of each school bus driver at least annually to determine if the driver is still eligible to drive a school bus. <i>Trans. Code 521.022(d); 37 TAC 14.14</i>
EMPLOYEE ACCESS	All information contained in the personnel file of an employee shall be made available to that employee or the designated representative as public information is made available under the Public Information Chapter of the Government Code. <i>Gov't Code 552.102(a)</i>
SPECIAL RIGHT	<p>An employee or an employee's designated representative has a special right of access, beyond the right of the general public, to records and copies of records held by the District that contain information relating to the person that is protected from public disclosure by laws intended to protect the employee's privacy interests. The District shall not deny to the employee or his or her representative access to information about the employee on the grounds that the information is considered confidential by privacy principles, but may assert as grounds for denial of access other provisions of the Public Information Chapter of the Government Code or other laws that are not intended to protect the employee's privacy interests. <i>Gov't Code 552.023</i></p> <p>If the officer for records determines that information in the employee's records is exempt from disclosure under provisions of the Public Information Chapter of the Government Code or other laws that are not intended to protect the employee's privacy interests, he or she shall submit a written request for a decision to the attorney general before disclosing the information. If a decision is not requested, the information shall be released not later than the tenth day after the request for information is received. <i>Gov't Code 552.307</i></p>
PUBLIC ACCESS	With regard to public access to information in personnel records, custodians of such records shall adhere to the requirements of the Public Information Chapter of the Government Code. <i>Gov't Code 552 [See GBA]</i>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LOCAL)

MASTER TEACHER
STIPENDS

At the end of the school year, a master teacher shall be paid the stipend for any month in which the teacher performed the prescribed duties for more than ten days. [See DBA(LEGAL)]

If the number of master teachers exceeds the grants allocated, the District shall first fund the stipends for master teachers in their second or third year in the master program, as required by law. The District shall distribute the remaining funds among newly assigned master teachers based on:

LOCAL CRITERIA

1. Length of time teaching in the subject area.
2. Seniority in the District, as measured from the employee's most recent date of hire.

DESIGNATION OF
TEACHER

The principal at eligible schools may designate certified master teachers on a year-to-year basis.

PARENT
NOTIFICATION

The District shall notify parents of students in classrooms in which the regular teacher is not "highly qualified," as required by law.

Notification shall not be required, however, when:

1. The home campus teacher of a secondary school student assigned to a DAEP is considered the teacher-of-record; and
2. The home campus teacher:
 - a. Is highly qualified,
 - b. Assigns and evaluates the student's coursework,
 - c. Provides substantially the same coursework and uses the same grading standards as in the regular classroom,
 - d. Has final authority on the coursework grades and the final grade for the course, and
 - e. Is regularly available for face to face consultation with the student and the DAEP teacher; and
3. The DAEP teacher meets all applicable SBEC certification requirements.

UPDATING
CREDENTIALS

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year must file with the Superintendent:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LOCAL)

COMPENSATION	Employees must make application for a salary increment for a graduate degree through the Personnel Department. No payment shall be issued until the transcript is submitted and approved. If the degree is conferred after September 1, the salary increment shall not be in effect until the following school year.
CONTRACT PERSONNEL	The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.
SERVICE RECORDS	All service records shall be submitted to the Personnel Department within one year of the date of employment to receive previous credit for service. Salary shall be figured on "0" experience and shall be adjusted when all years of experience have been received, verified, and accepted by TEA
SCHOOL DISTRICT TEACHING PERMIT	<p>The District may issue a "school district teaching permit" to an individual who does not hold a teaching certificate from the State Board for Educator Certification (SBEC), in accordance with statutory provisions. [See DBA(LEGAL)] Before the District considers taking such action, however, the following conditions shall be met unless expressly waived by the Superintendent or designee:</p> <ol style="list-style-type: none">1. There is no available certified, qualified teacher to teach in the area or subject for which the permit is sought;2. The individual being considered for the permit has a baccalaureate degree as evidenced by a college transcript; and3. In addition, the individual has at least 12 college hours in the area or subject for which the permit is being requested. <p>The District shall not issue a school district teaching permit to any individual who has an emergency permit, who has an out-of-state permit, who holds a valid Texas teaching certificate, or who has had credentials withdrawn or denied by the SBEC. Requests for, and processing of, a school district teaching permit shall be in strict compliance with administrative regulations.</p> <p>Persons teaching under a school district teaching permit shall be employed on an at-will basis. [See DCD]</p>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LEGAL)

SCHOOL BUS
DRIVERS

A person shall not drive a school bus unless he or she is physically qualified to do so. Each school bus driver shall undergo and successfully complete an annual physical examination in compliance with the requirements of 37 TAC 14.12. The results of the examination shall be noted on the form published by the U.S. Department of Transportation in 49 CFR Part 391.41. A driver shall not operate a school bus unless he or she has on his or her person the original or photographic copy of the medical examiner's Certificate 391.43 stating that the driver is physically qualified to drive a commercial motor vehicle. *Trans. Code 521.022; 37 TAC 14.12*

DEFINITIONS

The definitions related to individuals with disabilities and exceptions to those definitions included in policy DAA shall be used in applying and interpreting this policy and any (LOCAL) policy adopted in conjunction with this policy.

BLOODBORNE
PATHOGEN CONTROL

A district that employs employees who provide services in a public or private facility providing health care-related services, including a home health-care organization, or who otherwise have a risk of exposure to blood or other material potentially containing bloodborne pathogens in connection with exposure to sharps shall comply with the minimum standards set by the Texas Department of State Health Services (TDSHS). This includes a district that operates a public school health clinic.

'SHARPS' DEFINED

"Sharps" means an object used or encountered in a health-care setting that can be reasonably anticipated to penetrate the skin or any other part of the body and to result in an exposure incident, including a needle device, a scalpel, a lancet, a piece of broken glass, a broken capillary tube, an exposed end of a dental wire, or a dental knife, drill, or bur.

MINIMUM
STANDARDS

The minimum standards in the TDSHS Bloodborne Pathogens Exposure Control Plan require the District to:

1. Develop, review annually, update as necessary, and document its actions regarding a comprehensive exposure control plan appropriate to the District and its particular facilities;
2. Provide, at District expense, personal protective equipment and Hepatitis B vaccinations to affected employees, and if an employee declines to be vaccinated, maintain a record of the employee's written refusal;
3. Provide to affected employees pre-service and annual refresher training as described in the TDSHS Exposure Control Plan;

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LEGAL)

4. Record all exposure incidents (e.g., “sticks” by needles or other “sharps”) in a sharps injury log and report the sharps injury to TDSHS on a standardized form.
5. Provide a post-exposure evaluation and follow up with an employee who has a sharps injury.

Health and Safety Code 81.301–.307; 25 TAC 96

COST OF HEPATITIS
TESTING AFTER
ACCIDENTAL
EXPOSURE

If certified emergency medical services personnel, a firefighter, a peace officer, or a first responder who renders assistance at the scene of an emergency or during transport to the hospital is accidentally exposed to blood or other body fluids of a patient, the hospital to which the patient is transported shall take reasonable steps to test the patient for hepatitis B or hepatitis C. A district that employs the person, or for which the person works as a volunteer in connection with rendering the assistance, is responsible for paying the costs of the test. *Health and Safety Code 81.095(B)*

PRE-EMPLOYMENT
INQUIRIES AND
EMPLOYMENT
ENTRANCE
EXAMINATIONS

The District shall not conduct a medical examination or make inquiries of a job applicant as to whether such applicant is an individual with a disability or as to the nature or severity of a disability, except as provided below. However, the District is permitted to make pre-employment inquiries into the ability of an applicant to perform job-related functions, such as asking an applicant to describe or demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions. *42 U.S.C. 12112(c)(2); 29 CFR 1630.14(a)*

The District may require a medical examination (and/or inquiry) after an offer of employment has been made to a job applicant and prior to the beginning of employment duties and may condition the offer on the results of such examination (and/or inquiry), provided all entering employees in the same job category are subjected to such an examination (and/or inquiry) regardless of disability.

The results of an employment entrance medical examination shall be used only to determine the applicant’s ability to perform job-related functions.

42 U.S.C. 12112(c)(3); 29 CFR 1630.14(b)

CONFIDENTIALITY

Information obtained regarding the medical condition or history of the applicant shall be collected and maintained on separate forms and in separate medical files and shall be treated as confidential medical records. However, supervisors and managers may be informed regarding necessary restrictions on the employee’s work or duties and necessary accommodation; first aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment. *29 CFR 1630.14(b)(c)*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LEGAL)

EXAMINATION DURING
EMPLOYMENT

The District may require a medical examination (and/or inquiry) of an employee that is job related and consistent with business necessity and may make inquiries into the ability of an employee to perform job-related functions.

The Board may adopt a policy providing for placing an educator on leave of absence for temporary disability if, in the Board's judgment and in consultation with a physician who has performed a thorough medical examination of the educator, the educator's condition interferes with the performance of regular duties. Such a policy must reserve to the educator the right to present to the Board testimony or other information relevant to the educator's fitness to continue the performance of regular duties. [See also DEC]

The results of an employee's medical examination shall be used only to determine the employee's ability to perform job-related functions.

42 U.S.C. 12112(c)(4); 29 CFR 1630.14(c); Education Code 21.409(c)

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LOCAL)

EXAMINATIONS
DURING
EMPLOYMENT

A medical examination may be required of any employee when, in the judgment of the immediate supervisor after consultation with the Superintendent or designee, the employee's condition interferes with the ability to perform job-related functions or may pose a direct threat to the health or safety of the employee or others. The District may designate the physician to perform the examination and, in that case, shall pay the cost of the examination. If in the Superintendent's discretion the circumstances so require, the employee may be placed on administrative leave with pay, pending the physician's report and the District's decision.

HEALTH OR SAFETY
CONSIDERATIONS

If it is determined that the employee poses a direct threat to health or safety within the District or that the employee's ability to perform job-related functions is affected, the Superintendent or designee shall determine under what circumstances the employee might continue to perform job-related functions without posing a direct threat to self or others.

EXCLUSION

If the employee cannot perform job-related functions without posing a threat to health or safety, the Superintendent or designee may exclude the employee from work. However, before being excluded from work, the employee shall be permitted to present evidence to the Superintendent or designee relevant to his or her fitness to continue regular duties.

USE OF LEAVE

Employees who are excluded from work because of a communicable disease or other medical condition may use any accrued paid leave to which they are entitled or request temporary disability leave, as appropriate. [See DEC]

PLACEMENT ON
TEMPORARY
DISABILITY

The Superintendent shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent in consultation with the physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties. [See DEC(LEGAL)]

OTHER
REQUIREMENTS

Food service workers shall comply with health requirements established by city, county, and state health authorities. Bus drivers shall comply with legal requirements. [See DBA]

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees.

TERMINATION OF
EMPLOYMENT

Employees who are excluded from work because of a communicable disease may have their employment terminated when all leave to which they are entitled has expired, in accordance with appropriate policies. [See DEC and DF series]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LEGAL)

RESTRICTION ON
PUBLIC SERVANTS —
PENAL CODE

“Public servant,” for purposes of the following Penal Code provisions, includes a person elected, selected, appointed, employed, or otherwise designated as an officer, employee, or agent of government, even if the person has not yet qualified for office or assumed his or her duties. *Penal Code 1.07(a)(41)(A), (E)*

BRIBERY

1. A public servant shall not intentionally or knowingly offer, confer, agree to confer on another, solicit, accept, or agree to accept a benefit:
 - a. As consideration for the public servant’s decision, opinion, recommendation, vote, or other exercise of discretion as a public servant.
 - b. As consideration for a violation of a duty imposed on the public servant by law.
 - c. That is a political contribution as defined by Title 15 of the Election Code or an expenditure made and reported as a lobbying expense in accordance with Government Code, Chapter 305, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion, if such exercise of official discretion would not have been taken or withheld but for the benefit.

“Benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Penal Code 36.01(3), 36.02

ILLEGAL GIFTS

2. A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions shall not solicit, accept, or agree to accept any benefit from a person the public servant knows is interested in or likely to become interested in any such transactions of the District, unless a statutory exception applies. *Penal Code 36.08(d), 36.10.*

A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax exempt charitable organization formed for educational, religious, or scientific purposes. *Penal Code 36.08(i)*

HONORARIA AND
EXPENSES

3. A public servant commits a Class A misdemeanor offense if the public servant solicits, accepts, or agrees to accept an

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LEGAL)

honorarium in consideration for services that the public servant would not have been requested to provide but for the public servant's official position or duties. However, a public servant is not prohibited from accepting transportation and lodging expenses or meals in connection with a conference or similar event in which the public servant renders services, such as addressing an audience or engaging in a seminar, to the extent those services are more than merely perfunctory.
Penal Code 36.07

ABUSE OF PUBLIC
EMPLOYMENT

4. A public servant shall not, with intent to obtain a benefit or with intent to harm or defraud another, intentionally or knowingly violate a law relating to the public servant's office or employment, or misuse District property, services, personnel, or any other thing of value, that has come into his or her custody or possession by virtue of his or her office or employment.
Penal Code 39.02(a)

"Law relating to the public servant's office or employment" means a law that specifically applies to a person acting in the capacity of a public servant and that directly or indirectly imposes a duty on the public servant or governs the conduct of the public servant. *Penal Code 39.01(1)*

"Misuse" means to deal with property contrary to:

- a. An agreement under which the public servant holds the property;
- b. A contract of employment or oath of office of a public servant;
- c. A law, including provisions of the General Appropriations Act specifically relating to government property, that prescribes the manner of custody or disposition of the property; or
- d. A limited purpose for which the property is delivered or received.

Penal Code 39.01(2)

TEXTBOOK
VIOLATIONS —
COMMISSIONS

An administrator or teacher commits a class B misdemeanor offense if the administrator or teacher receives any commission or rebate on any textbooks used in the schools with which the administrator or teacher is associated. *Education Code 31.152(a)*

TEXTBOOK
VIOLATIONS —
CONFLICT

An administrator or teacher commits a class B misdemeanor offense if the administrator or teacher accepts a gift, favor, or service that:

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LEGAL)

1. Is given to the person or the person's school;
2. Might reasonably tend to influence the person in the selection of a textbook; and
3. Could not be lawfully purchased with funds from the state textbook fund.

"Gift, favor, or service" does not include staff development, in-service, or teacher training; or instructional materials, such as maps or worksheets, that convey information to the student or otherwise contribute to the learning process.

Education Code 31.152(b)-(d)

TEXTBOOK
VIOLATIONS —
PURCHASE AND
DISTRIBUTION

A person commits a Class C misdemeanor offense if the person knowingly violates any law providing for the purchase or distribution of free textbooks for the public schools. *Education Code 31.153*

CONFLICT
DISCLOSURE
STATEMENT

The District may extend the requirements of Local Government Code 176.003 and 176.004 [see BBFA] to all or a group of employees of the District. The District may reprimand, suspend, or terminate the employment of an employee who fails to comply with such requirements.

An employee commits a Class C misdemeanor if the employee knowingly violates the requirements. It is a defense to prosecution, however, that the employee filed the disclosure statement not later than the seventh business day after the person received notice of the violation.

Local Gov't Code 176.005

HOLDING CIVIL
OFFICE

No person shall hold or exercise at the same time more than one civil office of emolument, except for offices listed in the constitutional provision, unless otherwise specifically provided. *Tex. Const., Art. XVI, Sec. 40(a); State v. Pirtle, 887 S.W.2d 291 (Tex. Ct. Crim. App. 1994); Atty. Gen. Op. DM-212 (1993)*

Individuals who receive all or part of their compensation either directly or indirectly from funds of the state of Texas and who are not state officers shall not be barred from serving as members of the governing bodies of school districts (other than those in which they are employed), cities, towns, or other local governmental districts. Such individuals may not receive a salary for serving as members of such governing bodies. *Tex. Const., Art. XVI, Sec. 40(b); Atty. Gen. Op. DM-55 (1991)*

Note: See also CBB for requirements when federal funds are involved.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

DISCLOSURE —
GENERAL STANDARD

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District.

DECLARATION OF
ASSOCIATION

Any employee who believes he or she has a conflict of interest (including consultative services and software review) with an entity doing business with the District shall immediately file a vendor declaration form [see DBD(EXHIBIT)] and submit to his or her immediate supervisor with a copy to the office of the deputy superintendent.

SPECIFIC
DISCLOSURES
SUBSTANTIAL
INTEREST

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest as defined by Local Government Code 171.002 shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

INTEREST IN
PROPERTY

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

CONFLICTS
DISCLOSURE
STATEMENT

No employee other than the Superintendent shall be required to file the conflicts disclosure statement, as promulgated by the Texas Ethics Commission and as specified by Local Government Code 176.003-.004.

[See BBFA]

ETHICS PROGRAM

Public employees should consider themselves as persons in positions of trust and conduct themselves accordingly. All District employees must be particularly sensitive to the many situations, on and off the job, where a conflict would originate. Such conflicts could involve present or prospective entities.

GOALS

It is absolutely essential that the District and its employees abide strictly by the letter and spirit of these policies and procedures to preclude the fact or perception of illegality or impropriety. Goals are to:

1. Provide parents, students, and taxpayers access to the highest quality education at the best possible price.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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(LOCAL)

2. Support District employees in their daily business conduct. Individual conduct is the basic building block of District performance.
3. Help employees by giving directions and providing ways to get assistance when needed and thus avoid wrongdoing.
4. Enhance the administrative performance of the District in basic business relationships.
5. Help build the bond of trust between the District and citizens of the community.

EMPLOYEE
NOTIFICATION

The employees shall be notified each year of the expectations of this policy and be required to sign a statement of the receipt of the policy.

GIFTS, GRATUITIES,
AND ENTERTAINMENT

It is a serious violation of standards for any employee to use his or her position with the District to seek personal or professional advantages through the acceptance of gifts, gratuities, entertainment, or other favors; therefore, an employee is prohibited from accepting such benefits.

“Gifts and gratuities” means a payment, loan, subscription, advance, deposit of money, services, goods, merchandise, tickets, cash, present or promised, unless consideration of substantially equal or greater value is received. Gifts and gratuities may include any tangible or intangible benefit in the nature of gifts, favors, entertainment, discounts, passes, transportation, accommodation, hospitality, or offers of employment.

An employee shall not receive, under any pretense, or seek, ask, or share in any fee, reward, or other reimbursement or gratuity for the performance of his or her official duties.

All prohibitions herein apply equally where the beneficiary is the:

Spouse Former spouse

Child Child-in-law

Parent Parent-in-law

Grandchild Grandchild-in-law

Grandparent Grandparent-in-law

Brother Brother-in-law

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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Sister Sister-in-law

Uncle Uncle-in-law

Aunt Aunt-in-law

Nephew Nephew-in-law

Niece Niece-in-law

Exceptions to this policy are:

1. Solicitation or acceptance of anything from a friend or relative unrelated to any employee duties or District business and based upon a personal or family relationship.
2. Participation in the activities of, or the acceptance of an award for, a meritorious public contribution or achievement from a charitable, religious, professional, social, or fraternal organization, or from a nonprofit educational, recreational, public service, or civic organization.
3. Participation in widely attended luncheons, dinners, hospitality rooms, and similar gatherings sponsored by industrial, technical, educational or health associations for the discussion of matters of mutual interest to the District. Payment by the District for attendance by District employees at such functions will be administered pursuant to the District travel policy.
4. Acceptance not otherwise prohibited by law or policy of unsolicited advertising products or promotional material, such as pens, pencils, note pads, calendars, and other items under nominal value of not more than \$25.
5. Transportation, meals, or accommodations not excessive or extravagant in nature provided in connection with seeking other employment and not otherwise prohibited by this policy. The employee must notify the deputy superintendent.
6. A gift or gratuity extended to the entire District or an entire department that is extended through, and approved by, the Superintendent.
7. A gift not excessive or extravagant in nature provided to a teacher by a student or parent of a student, such as an end-of-year gift.

Upon offer of any gift/gratuity to an employee, the responsible employee, through his or her supervisor, may, in case of question as

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

to application of this policy, submit the gift/gratuity proposal to the deputy superintendent.

Any employee or department representative receiving any item on behalf of the District shall immediately report the offer or item to his or her supervisor. Where practical, acceptance of any such items should not occur until a report is made and approval to accept is obtained. The report shall include a description of gift, name of the donor (if known), time when the gift was received, and an explanation of the proposed disposition of the gift. If the donor is known, the employee shall return any gift not acceptable under this policy. If the donor is unknown, the employee will deliver any unacceptable gift to a nonprofit charitable organization.

INSIDE INFORMATION

In no instance may an employee ever use or share inside information that is not otherwise available to the general public, or take unfair advantage of others using this information.

PURCHASING

It is the responsibility of the employee to understand the requirements of the District and do the very best he or she can to satisfy those requirements by accepting realistic proposals on performance, cost, and schedule.

All information provided relative to District services should be clear and accurate.

BIDDING

Contracts for materials, supplies, equipment, consulting, professional, personal, and other services in which competitive bidding laws are not applicable, should be procured from qualified bidders at the lowest responsible bid, keeping in mind the requirements for quality performance and the vendor's ability to meet delivery schedules.

The highest ethical business practices in source selection, negotiation, determination of awards, and the administration of all purchasing activities shall be employed by District personnel. The District will encourage, establish, and maintain competition and will at all times comply with applicable government regulations, tax laws, contractual requirements, and District policies and procedures.

EXPENSE REPORTS

Business expenses properly incurred performing District business shall be documented promptly, accurately, and comprehensively on expense reports. In the filing of expense reports, employees shall distinguish between personal expenses and District travel expenses. Employees using District funds for such expenses shall indicate where, in their judgment, certain costs might be unallowable. [See DEE(LOCAL)]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

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(LOCAL)

DISTRICT
RESOURCES

Employees shall not make improper use of District resources or permit others to do so. The acceptance of bribes, kickbacks, or illegal payments of cash in any form or in any amount is prohibited.

Other examples of improper use include unauthorized appropriation, possession or personal use of District assets, technology, software, computer, communication, or copying equipment, or office supplies. Also forbidden is the unauthorized possession, use, alteration, destruction, or disclosure of District data.

POLITICAL
CONTRIBUTIONS

It is unlawful for an officer or employee of the District to expend or authorize the expenditure of District funds for the purpose of political advertising. The provisions of this subsection shall not apply to any advertising that describes the factual reasons for a measure and that does not advocate the passage or defeat of such measure.

ABUSE OF THE
PROGRAM

From time-to-time, an employee may attempt to harm or slander another employee through false accusations, malicious rumors, or other irresponsible actions. Such attempts, if proven, will be subject to discipline.

On the other hand, an employee who upholds the policy may be threatened with reprisal by other employees including the administration. Such reprisal by other employees including the administration is a violation of this policy and, if proven, will be subject to discipline.

ETHICS POLICY
REVIEW COMMITTEE

The Board shall appoint an ethics policy review committee to hear inquiries and/or complaints arising from the District's conflict of interest (ethics) policy.

The ethics policy review committee shall be made up of the following:

Two members from the community

One teacher

One principal

One central office administrator

One auxiliary personnel (support services)

One paraprofessional

School attorney (ex officio member)

This group will serve as an ethics policy review committee and render opinions or decisions in writing in a reasonable period of time to employees filing complaints with the deputy superintendent.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

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Each committee member shall be appointed for a period of two years. In the event of a resignation of a committee member before his or her term expires, the Board should appoint a replacement within the following two Board meetings.

The ethics policy review committee will meet when needed to review the conflict of interest policy and make recommendations to the Board for changes in the policy. It shall meet at other times when a review has been requested by the deputy superintendent, based on the receipt of a complaint.

INQUIRIES AND
COMPLAINTS

Employees may wish to make inquiries to the deputy superintendent concerning the conflict of interest policy. All inquiries will be handled in an informal manner.

Employees who have complaints or concerns regarding possible violation of the conflict of interest provisions should put such complaints in writing and send them to the deputy superintendent. The deputy superintendent shall respond in writing to the employee within a reasonable length of time. If the employee is not satisfied with the opinion of the deputy superintendent, the employee may request a review by the ethics policy review committee.

A complaint against an employee based on an anonymous tip will not be reviewed by the deputy superintendent or the ethics policy review committee if there is not corroborating evidence. The deputy superintendent, before bringing a complaint to the ethics policy review committee, will delete from such complaint the name of the employee or person against whom the complaint has been filed. Should a committee member(s) learn the name of either of the employees referenced above, such member(s) shall not communicate directly or indirectly with any person other than the deputy superintendent this information or any information relating to the complaint.

The ethics policy review committee will not investigate the facts surrounding a complaint. The committee will assume the facts set forth in the complaint are correct and determine if there is a violation of policy. If there is a violation of the policy, the matter and all documentation will be referred to the executive director of personnel for investigation. The results of the investigation and the discipline levied, if any, will be reported to the ethics policy review committee by the executive director of personnel within a reasonable period of time.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(EXHIBIT)

See the following pages for forms to be used by employees for disclosing potential conflicts of interest:

Exhibit A: Affidavit Disclosing Substantial Interest in a Business Entity or in Real Property — 2 pages

Exhibit B: Affidavit Disclosing Interest in Property — 2 pages

Exhibit C: Vendor Declaration Form - 1 page

ADDITIONAL DISCLOSURE: The Superintendent and any other employees identified by Board policy as being required to file the conflicts disclosure statement, in accordance with Local Government Code 176.003-.004, may access that form on the Texas Ethics Commission Web site at <http://www.ethics.state.tx.us>.

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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

EXHIBIT A

AFFIDAVIT DISCLOSING SUBSTANTIAL INTEREST
IN A BUSINESS ENTITY OR IN REAL PROPERTY

STATE OF TEXAS
COUNTY OF Tarrant

I, _____ (*name*), as an employee of Arlington Independent School District, make this affidavit and hereby on oath state the following: I have a substantial interest in:

a business entity, as those terms are defined in Local Government Code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by an action of the Board or the District. [See BBFA]
or

real property for which it is reasonably foreseeable that an action of the Board or District will have a special economic effect on the value of the property distinguishable from its effect on the public.

The business entity or real property is (*name/address of business or description of property*):
_____.

I _____ have a substantial interest in this business entity or real property as follows: (*check all that apply*)

- Ownership of ten percent or more of the voting stock or shares of the business entity.
- Ownership of ten percent or more of the fair market value of the business entity.
- Ownership of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent of my gross income for the previous year.
- Real property is involved and I have an equitable or legal ownership with a fair market value of at least \$2,500.

The statements contained herein are based on my personal knowledge and are true and correct.

Signed this _____ day of _____ (*month*), _____ (*year*).

Signature of employee _____

Title _____

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Tarrant

Sworn to and subscribed before me on this _____ day of _____ (month),
_____ (year).

_____, Notary Public in and for the State of Texas

NOTE: *This affidavit should be filed with the Superintendent, Board President, or a designee before the Board takes action concerning the business entity or real property.*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

EXHIBIT B

AFFIDAVIT DISCLOSING INTEREST IN PROPERTY

STATE OF TEXAS
COUNTY OF Tarrant

I, _____ (*name*), as Superintendent of
Arlington Independent School District, make this affidavit and hereby on oath state the follow-
ing:

I have a legal or equitable interest in property to be acquired with public funds, either by pur-
chase or condemnation.

The property is described as follows:

_____.

The nature, type, and amount of interest, including but not limited to percentage of owner-
ship, I have in the property is:

_____.

The interest was acquired on _____ (*date*).

I swear that the information in this affidavit is personally known by me to be correct and con-
tains the information required by Section 553.002, Government Code.

Signed this _____ day of _____ (*month*), _____ (*year*).

Signature of Superintendent _____

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Tarrant

BEFORE ME, _____ (*here insert the name and character of the officer administering the oath*) on this day personally appeared _____ (*affiant*) known to me (or proved to me on the oath of _____ or through _____ [*description of identity card or other document*]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ (*month*), _____ (*year*).

_____, Notary Public in and for the State of Texas

NOTE: *This affidavit should be filed with the county clerk(s) within ten days before the date on which the property is to be acquired, as provided by Government Code 553.002.*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

EXHIBIT C

VENDOR DECLARATION FORM

Date _____

Employee's Name _____

Supervisor's Name _____

Vendor Name _____

Date of Business Transaction _____

Type of Transaction _____

Type of Remuneration to the Employee by the Vendor _____

If money, state the amount _____

Employee Comments _____

Signature of Employee Involved in Above Transaction:

- Copy:
- | | |
|-----------|-----------------------|
| White | Deputy Superintendent |
| Canary | Supervisor |
| Pink | Business Office |
| Goldenrod | Employee |

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

DEFINITION	In this policy, the term “appoint” includes appointing, confirming the appointment of, and voting to appoint or confirm the appointment of a person.
NEPOTISM PROHIBITED	<p>Except as provided by this policy, a public official may not appoint a person to a position that is to be directly or indirectly compensated from public funds or fees of office if:</p> <ol style="list-style-type: none">1. The person is related to the public official by blood (consanguinity) within the third degree or by marriage (affinity) within the second degree [see below]; or2. The public official holds the appointment or confirmation authority as a member of a local board and the person is related to another member of the board by blood or marriage within a prohibited degree. <p><i>Gov’t Code 573.002, 573.041; Atty. Gen. Op. JC-0184 (2000)</i></p>
INDEPENDENT CONTRACTOR	<p>The nepotism law governs the hiring of an individual, whether the employee is hired as an individual or an independent contractor. <i>Atty. Gen. Op. DM-76 (1992)</i></p>
SUPERINTENDENT	<p>To the extent the Board has delegated final hiring authority to the Superintendent to select personnel, the Superintendent is a “public official” for purposes of the nepotism laws. <i>Atty. Gen. Op. GA-123 (2003)</i> [See BBFA]</p> <p>The method of computing degrees of relationship is the civil law method. <i>Gov’t Code 573.021; Atty. Gen. Op. DM-76 (1992)</i></p>
COMPENSATION OF PROHIBITED EMPLOYEE	<p>A public official may not approve an account or draw or authorize the drawing of a warrant or order to pay the compensation of an ineligible person if the official knows the person is ineligible. <i>Gov’t Code 573.083</i></p>
CONSANGUINITY	<p>The nepotism provisions apply to relationships within the third degree by consanguinity (related by blood). Two persons are related to each other by consanguinity if one is a descendant of the other or if they share a common ancestor. An adopted child is considered to be a child of the adoptive parents. <i>Gov’t Code 573.002, 573.022</i></p> <p>The degree of relationship by consanguinity between a person and his or her descendant is determined by the number of generations that separate them. An individual’s relatives within the third degree by consanguinity are the individual’s:</p> <ol style="list-style-type: none">1. Parent or child (first degree);2. Brother, sister, grandparent, or grandchild (second degree); and

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

3. Great-grandparent, great-grandchild, aunt or uncle (who is a sibling of a parent of the person), nephew or niece (who is a child of a brother or sister of the person) (third degree).

Gov't Code 573.023 [See DBE(EXHIBIT)]

HALF-BLOOD
RELATIVES

There is no distinction under the nepotism statute between half-blood and full-blood relations. Thus, half-blood relationships fall within the same degree as those of the full blood. *Atty. Gen. Op. LO-90-30 (1990)*

AFFINITY

The nepotism provisions apply to relationships within the second degree by affinity (related by marriage). Two persons are related to each other by affinity if they are married to each other or if the spouse of one of the persons is related by consanguinity to the other person.

The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of the marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives. This provision applies to a Board member only until the youngest child of the marriage reaches the age of 21 years.

Gov't Code 573.002, 573.024

A husband and wife are related to each other in the first degree by affinity. For other relationships, the degree of relationship by affinity is the same as the degree of the underlying relationship by consanguinity. For example, if two persons are related to each other in the second degree by consanguinity, the spouse of one of the persons is related to the other person in the second degree by affinity. *Gov't Code 573.025*

A person's relatives within the second degree by affinity are:

1. Anyone related by consanguinity to the person's spouse within the first or second degree; or
2. The spouse of anyone related to the person by consanguinity within the first or second degree.

Gov't Code 573.024(b)

EFFECT OF TRUSTEE
RESIGNATION

All public officers shall continue to perform the duties of their offices until their successors shall be duly qualified, i.e., sworn in. Until the vacancy created by a Trustee's resignation is filled by a successor, the Trustee continues to serve and have the duties and powers of office, and a relative within a prohibited degree of relationship is barred from employment. *Tex. Const., Art. XVI, Sec. 17; Atty. Gen. Ops. JM-636 (1987), DM-2 (1991), O-6259 (1945)*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

EXCEPTIONS	The nepotism prohibitions do not apply to the appointment of a person to a position if the person is employed in the position immediately before the election or appointment of the public official to whom the person is related in a prohibited degree and that prior employment is continuous for at least:
CONTINUOUS EMPLOYMENT ('GRANDFATHER CLAUSE')	<ol style="list-style-type: none">1. Thirty days, if the public official is appointed; or2. Six months, if the public official is elected. <p><i>Gov't Code 573.062(a)</i></p>
RETIREEES	<p>A teacher who has retired from a full-time, certified teacher position has broken his or her employment with the District and does not qualify for the continuous-employment exception to the nepotism laws. <i>Atty. Gen. Op. JC-0442 (2001)</i></p> <p>For purposes of calculating the appropriate date for the applicability of the continuous-employment exception, a superintendent with final authority to select personnel is an appointed public official. <i>Atty. Gen. Op. GA-0177 (2004)</i></p>
ABSTENTION	<p>If an employee continues in a position under this exception, the public official to whom the employee is related in a prohibited degree may not participate in any deliberation or voting on the appointment, reappointment, employment, reemployment, change in status, compensation, or dismissal of the employee, if the action applies only to the employee and is not taken regarding a bona fide class or category of employees. <i>Gov't Code 573.062(b)</i></p> <p>A "change in status" includes a reassignment within an organization, whether or not a change in salary level accompanies the reassignment. <i>Atty. Gen. Op. JC-0193 (2000)</i></p> <p>For an action to be "taken with respect to a bona fide category of employees," the officeholder's action must be based on objective criteria, which do not allow for the preference or discretion of the officeholder. <i>Atty. Gen. Op. DM-46 (1991)</i></p>
SUBSTITUTE TEACHER	The nepotism prohibitions do not apply to appointment or employment of a substitute teacher. <i>Gov't Code 573.061</i>
TRADING	<p>A public official may not appoint a person to a position in which the person's services are under the public official's direction or control and that is to be compensated directly or indirectly from public funds or fees of office if:</p> <ol style="list-style-type: none">1. The person is related to another public official within the prohibited degree; and

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

2. The appointment would be carried out in whole or in partial consideration for the other public official's appointing a person who is related to the first public official within a prohibited degree.

Gov't Code 573.044

FEDERAL FUNDS

The rules against nepotism apply to employees paid with public funds, regardless of the source of those funds. Thus, the rules apply in the case of a teacher paid with funds from a federal grant. *Atty. Gen. L.A. No. 80 (1974)*

PENALTIES

An individual who violates the nepotism prohibitions shall be removed from his or her position. *Gov't Code 573.081, 573.082.*

An individual who violates Government Code 573.041 (Prohibition on Public Officials), 573.062(b) (see CONTINUOUS EMPLOYMENT and ABSTENTION, above), or 573.083 (see COMPENSATION OF PROHIBITED EMPLOYEE) commits an offense involving official misconduct. *Gov't Code 573.084*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LOCAL)

NEPOTISM

No person shall be employed by the District who is related within the first or second degrees by affinity or consanguinity to the Superintendent, deputy superintendent, or associate superintendent. Any affected employees shall be able to complete the school year before removal of one of the two employees is required.

Employees who are relatives may teach, work, and be assigned to the same department, division, campus, school, administrative building, or other facility. However, an employee may not directly supervise or evaluate, or recommend for benefit or for promotion, another employee to whom he or she is related in the first or second degree of affinity or consanguinity. Any two employees who either become related during the school year, or become affected by a change in supervision status, shall be able to complete the school year before removal of one of the two employees is required. Then, one of the two persons choosing to cause the new relationship shall be reassigned to a different position in the District, if available. Such assignment shall not affect the position of any third persons.

DEFINITIONS

For purposes of this policy, the following shall apply:

1. First degree of affinity: husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law.
2. Second degree of affinity: sister-in-law, brother-in-law.
3. First degree of consanguinity: mother, father, son, daughter,
4. Second degree of consanguinity: brother, sister.

[See also DBE(EXHIBIT)]

Supervisors include, but are not limited to, the following:

Superintendent, deputy superintendent, associate superintendents, assistant superintendents

Executive director, directors, assistant directors, coordinators,

Principals, assistant principals, campus administrators

Chief accountant, comptroller

Manager, supervisor, foreman, chief,

department chairperson, lead teacher, lead custodian

Other supervisory positions or titles may exist at a future date.

All questions pertaining to supervisory roles between District employees who are related will be determined by the Superintendent or designee.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

These illustrations depict the relationships that violate the nepotism law.

CONSANGUINITY Board member is prospective employee's:
(Blood) Kinship

First Degree	Parent	Child		
Second Degree	Grandparent	Grandchild	Sister/Brother	
Third Degree	Great-Grandparent	Great-Grandchild	Aunt/Uncle	Niece/Nephew

AFFINITY Board member's spouse is the prospective employee.
(Marriage) Kinship

OR

Board member's spouse is prospective employee's:

OR

Prospective employee's spouse is the Board member's:

First Degree	Parent	Child		
Second Degree	Grandparent	Grandchild	Sister/Brother	

NOTE: The spouses of two persons related by blood are not by that fact related. The affinity chart supposes only one affinity relationship between the Board member and prospective employee through either of their spouses.

Arlington ISD
220901

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NONSCHOOL EMPLOYMENT

DBF
(LOCAL)

TUTORING

Teachers shall not privately tutor their own students for pay, except during the summer months.

EMPLOYMENT PRACTICES

DC
(LEGAL)

EMPLOYMENT POLICIES	The Board shall adopt a policy providing for the employment and duties of District personnel. The policy shall provide that:
SELECTION OF PERSONNEL	1. The Superintendent has sole authority to make recommendations to the Board regarding the selection of all personnel, except that the Board may delegate final authority for those decisions to the Superintendent [see SUPERINTENDENT RECOMMENDATIONS, below];
CAMPUS ASSIGNMENTS	2. Each principal must approve each teacher or staff appointment to the principal's campus as provided by Education Code 11.202 [see DK and DP]; and
JOB POSTINGS	3. Notice will be provided of vacant positions [see POSTING OF VACANCIES, below]. <i>Education Code 11.163</i>
CONTRACT POSITIONS	The Board shall establish a policy designating specific positions of employment, or categories of positions based on considerations such as length of service, to which continuing contracts or term contracts apply. <i>Education Code 21.002(c)</i>
DELEGATION OF AUTHORITY	The District's employment policy may specify the terms of District employment or delegate to the Superintendent the authority to determine the terms of employment with the District. <i>Education Code 11.163(c)</i>
NEPOTISM	A superintendent to whom the Board has delegated final hiring authority to select personnel is a "public official" with appointment authority for purposes of the nepotism laws. <i>Atty. Gen. Op. GA-123 (2003)</i> [See DBE]
INTERNAL AUDITOR	If the District employs an internal auditor, the Board shall select the internal auditor and the internal auditor shall report directly to the Board. <i>Education Code 11.163</i>
SUPERINTENDENT RECOMMENDATIONS	The Board may accept or reject the Superintendent's recommendation regarding the selection of District personnel. If the Board rejects the Superintendent's recommendation, the Superintendent shall make alternative recommendations until the Board accepts a recommendation. <i>Education Code 11.163</i>
POSTING OF VACANCIES	The District's employment policy must provide that not later than the tenth school day before the date on which the District fills a vacant position for which a certificate or license is required as provided by Education Code 21.003 [see DBA], other than a position that affects the safety and security of students as determined by the Board, the District must provide to each current District employee:

EMPLOYMENT PRACTICES

DC
(LEGAL)

1. Notice of the position by posting the position on:
 - a. A bulletin board at:
 - (1) A place convenient to the public in the District's central administrative office, and
 - (2) The central administrative office of each campus during any time the office is open; and
 - b. The District's Internet Web site, if the District has a Web site; and
2. A reasonable opportunity to apply for the position.

Education Code 11.163(d)

EXCEPTION	If, during the school year, the District must fill a vacant position held by a teacher, as defined by Education Code 21.201 [see DCB], in less than ten school days, the District must provide notice of the position in the manner described above as soon as possible after the vacancy occurs. However, the District is not required to provide the notice for ten school days before filling the position or to provide a reasonable opportunity to apply for the position. <i>Education Code 11.163(e)</i>
CONTRACT EMPLOYEES	The District shall employ each classroom teacher, principal, librarian, nurse, or counselor under a probationary contract, a continuing contract, or a term contract. The District is not required to employ a person other than these listed employees under a probationary, continuing, or term contract. <i>Education Code 21.002</i> "Classroom teacher" means an educator who is employed by the District and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting. The term does not include a teacher's aide or a full-time administrator. <i>Education Code 5.001(2)</i>
LENGTH OF CONTRACT	A contract between the District and an educator must be for a minimum of ten months of service. An educator employed under a ten-month contract must provide a minimum of 187 days of service. The Commissioner may reduce the number of days of service, but such a reduction by the Commissioner does not reduce an educator's salary. <i>Education Code 21.401</i>
EDUCATIONAL AIDES	The Board shall establish a plan to encourage the hiring of educational aides who show a willingness to become certified teachers. <i>Education Code 54.214(f); 19 TAC Chapter 21</i>
EMPLOYMENT OF RETIREES REPORT TO TRS	The District shall file a monthly certified statement of employment of a retiree in the form and manner required by TRS. The District shall inform TRS of changes in status of the District that affect the District's reporting responsibilities.

The certified statement must include information regarding employees of third party entities if the employees are service or disability retirees who were first employed by the third party entity on or after May 24, 2003, and are performing duties or providing services on behalf of or for the benefit of the District.

An administrator of the District who is responsible for filing the statement, and who knowingly fails to file the statement, commits an offense.

Gov't Code 824.6022, 825.403(k); 34 TAC 31.2

ACUTE SHORTAGE
AREAS

For purposes of Government Code 824.602(a)(5) (permitting certain retirees to return to work in acute shortage areas) the Board shall determine by rule whether there are acute shortage areas in a District based on TEA's acute shortage area guidelines. The guidelines must include:

1. A list of acute shortage areas;
2. Suggested criteria for identifying local acute shortage areas; and
3. A requirement that a certified applicant for a position as a classroom teacher who is not a retiree be given preference in hiring.

Gov't Code 824.602(m)

NEW HIRES
I-9 FORMS

The District shall ensure that an employee properly completes section 1—"Employee Information and Verification"—on Form I-9 at the time of hire.

The District must verify employment eligibility, pursuant to the Immigration Reform and Control Act, and complete Form I-9 by the following dates:

1. Within three business days of initial hiring. If the District hires an individual for employment for a duration of less than three business days, the District must verify employment at the time of hire.

The District shall not be deemed to have hired an individual if the individual is continuing in his or her employment and has a reasonable expectation of employment at all times.

When the District rehires an individual, the District may, in lieu of completing a new I-9, inspect a previously completed I-9 executed within three years of the date of rehire, to determine whether the individual is still eligible to work.

EMPLOYMENT PRACTICES

DC
(LEGAL)

2. For an individual whose employment authorization expires, not later than the date of expiration.

8 CFR 274a.2(b)(1)(ii), (iii), (vii), (viii)

NEW HIRE
REPORTING

The District shall furnish to the Directory of New Hires (Texas Attorney General's Office) a report that contains the name, address, and Social Security number of each newly hired employee. The report shall also contain the District's name, address, and employer identification number.

The District may also provide, at its option, the employee's date of hire, date of birth, expected salary or wages, and the District's payroll address for mailing of notice to withhold child support.

The District shall report new hire information on a Form W-4 or an equivalent form, by first class mail, telephonically, electronically, or by magnetic media, as determined by the District and in a format acceptable to the attorney general.

DEADLINE

New hire reports are due:

1. Not later than 20 calendar days after the date the District hires the employee; or
2. In the case of the District transmitting reports magnetically or electronically, by two monthly transmissions (if necessary) not less than 12 days nor more than 16 days apart.

New hire reports shall be considered timely if postmarked by the due date or, if filed electronically, upon receipt by the agency.

42 U.S.C. 653a(b), (c); Family Code 234.101–234.104; 1 TAC 55, Subch. I

SOCIAL SECURITY
NUMBERS

It shall be unlawful for the District to deny to any individual any right, benefit, or privilege provided by law because of the individual's refusal to disclose his or her Social Security number.

EXCEPTIONS

The above provision does not apply to:

1. Any disclosure that is required by federal statute. The United States Internal Revenue Code provides that the Social Security number issued to an individual for purposes of federal income tax laws shall be used as the identifying number for taxpayers;
2. Any disclosure to a district maintaining a system of records in existence and operating before January 1, 1975, if such disclosure was required under statute or regulation adopted before such date to verify the identity of an individual; or

EMPLOYMENT PRACTICES

DC
(LEGAL)

3. Any use for the purposes of establishing the identity of individuals affected by any tax, general public assistance, driver's license, or motor vehicle registration law within the District's jurisdiction.

STATEMENT OF
USES

A district that requests disclosure of a Social Security number shall inform that individual whether the disclosure is mandatory or voluntary, by what statutory authority such number is solicited, and what uses will be made of it.

5 U.S.C. 552(a)

CRIMINAL HISTORY
RECORD

The District may obtain from any law enforcement or criminal justice agency all criminal history information that relates to:

1. A person the District intends to employ in any capacity;
2. A person who has indicated, in writing, an intention to serve as a volunteer with the District; or
3. A volunteer or employee of the District.

Criminal history record information regarding a person who is a volunteer or employee of the District may be obtained no more than twice each year.

Education Code 22.083(a), (c); Gov't Code 411.097(b)

CONFIDENTIALITY
OF RECORD

Criminal history record information obtained by the District may not be released or disclosed to any person, other than the individual who is the subject of the information, TEA, or SBEC (State Board for Educator Certification). *Gov't Code 411.097(d)* [See CNA]

SBEC
NOTIFICATION

The Superintendent shall promptly notify SBEC in writing by filing a report with the executive director of SBEC within seven calendar days of the date the Superintendent obtains or has knowledge of information indicating that an applicant for or holder of a certificate issued under Chapter 21, Subchapter B, of the Education Code has a reported criminal history. *Education Code 22.083(d); 19 TAC 249.14(d)(1)* [See also DF]

DISCHARGE OF
CONVICTED
EMPLOYEES

The District may discharge an employee if the District obtains information of the employee's conviction of a felony or misdemeanor involving moral turpitude that the employee did not disclose to SBEC or to the District. An employee so discharged is considered to have been discharged for misconduct for the purposes of Labor Code Section 207.044 (unemployment compensation). *Education Code 22.085*

EMPLOYMENT PRACTICES

DC
(LOCAL)

PERSONNEL DUTIES	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
FILLING VACANCIES	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees are eligible to apply for any posted vacancy.
APPLICATIONS	All applicants shall complete the application form supplied by the District. Information in applications for contractual positions shall be verified before a contract is executed and information in applications for noncontractual positions shall be verified before hiring or as soon as possible thereafter.
DIVERSITY ACTION PLAN	The Board has adopted a Diversity Action Plan, which is incorporated herein by reference.
DAYS OF SERVICE	Professional employees shall serve on a 10-month, 10.5-month, 11-month, or 12-month contract as determined by the professional assignment. The number of duty days for each contract shall be set prior to the beginning of the school year. [See DEA]
SELECTION AND EMPLOYMENT	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.
CONTRACTUAL	Final authority for selection and employment of classroom teachers, principals, librarians, nurses, counselors, and other certified and noncertified contractual personnel shall be retained by the Board. [See DCA, DCB, and DCC, as appropriate]
NON-CONTRACTUAL	Final authority for the selection and employment of noncertified administrators and other noncertified professionals whose contracts are not governed by provisions of Education Code Chapter 21 shall be retained by the Board. [See DCE(LOCAL)]
NON-CONTRACTUAL	The Superintendent shall have final authority to hire all noncontractual personnel on an at-will basis. [See DCD(LOCAL)]
CRIMINAL HISTORY RECORD	The District shall obtain criminal history record information on a person the District intends to employ. [See DC(LEGAL)]
EXIT INTERVIEWS AND TERMINATION REPORTS	An exit interview shall be conducted and a termination report prepared, if possible, for every employee who leaves employment with the District. These interviews shall be conducted in accordance with administrative procedures.

EMPLOYMENT PRACTICES
PROBATIONARY CONTRACTS

DCA
(LEGAL)

PERSONS UNDER
PROBATIONARY
CONTRACTS

Except as provided below, each of the following persons shall be employed under a probationary contract when the person is employed by the District for the first time or if the person has not been employed by the District for two consecutive school years subsequent to August 28, 1967:

1. Principal.
2. Supervisor.
3. Classroom teacher.
4. Counselor.
5. Other full-time professional employee who is required to hold a certificate issued under Education Code Chapter 21, Subchapter B.
6. Nurse.

EXCEPTIONS
REHIRES

A person who previously was employed as a teacher by the District, and after at least a two-year lapse in District employment returns to District employment, may be employed under a probationary contract.

PRINCIPAL OR
CLASSROOM
TEACHER

The District may employ a person as a principal or classroom teacher under a term contract if the person has experience as a public school principal or classroom teacher, respectively, regardless of whether the person is being employed by the District for the first time or whether a probationary contract would otherwise be required under Section 21.102.

Education Code 21.101, 21.102(a), 21.202(b)

TERM OF CONTRACT

A probationary contract may not be for a term exceeding one school year.

MAXIMUM

A probationary contract may be renewed for two additional one-year periods, for a maximum permissible probationary contract period of three school years, except that the probationary period may not exceed one year for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the District.

EXCEPTION

A probationary contract period may be extended beyond the third consecutive year of employment if, during the third year of the probationary period, the Board determines that it is doubtful whether a continuing contract or a term contract should be given. If the Board makes such a determination, the District may make a probationary contract for a term ending with the fourth consecutive school year.

Education Code 21.102

EMPLOYMENT PRACTICES
EDUCATOR TERM CONTRACTS

DCB
(LEGAL)

REQUIREMENTS CERTIFICATE	A person who desires to teach in a public school shall present the person's certificate for filing with the District before the person's contract with the Board is binding. <i>Education Code 21.053(a)</i> [See DCB(LOCAL) for listing of term contract positions]
PROBATIONARY CONTRACT PREREQUISITE EXCEPTION FOR PRINCIPAL OR CLASSROOM TEACHER	<p>Except as provided below, before a term contract may be issued, the employee must be employed under a probationary contract.</p> <p>The District may employ a person as a principal or classroom teacher under a term contract if the person has experience as a public school principal or classroom teacher, respectively, regardless of whether the person is being employed by the District for the first time or whether a probationary contract would otherwise be required under Section 21.102.</p> <p><i>Education Code 21.202</i> [See DCA]</p>
EMPLOYMENT POLICIES	Except as provided by Education Code 21.352(c), the Board's employment policies, which must include reasons for not renewing a term contract at the end of a school year, must require a written evaluation of each term contract employee at annual or more frequent intervals. <i>Education Code 21.203</i> [See DFBB and DN series]
CONTRACT TERMS	<p>A term contract must be in writing and include the terms of employment prescribed by Education Code Chapter 21, Subchapter E; the Board may include other provisions in a term contract that are consistent with that subchapter. Each term contract is subject to the approval of the Board.</p> <p>The Board shall provide each "teacher," as that term is defined in Education Code 21.201, with a copy of the teacher's contract.</p>
COPY OF POLICIES	<p>The Board shall also provide each teacher a copy of the Board's employment policies upon the teacher's request. If the District has an Internet Web site, the District shall place the Board's employment policies on that Web site. At each school in the District, the Board shall make a copy of the Board's employment policies available for inspection at a reasonable time on request.</p> <p><i>Education Code 21.204(a)-(d)</i></p>
MAXIMUM DURATION	Once the probationary period has been completed, the duration of a term contract may not exceed five school years. <i>Education Code 21.205</i>
PROPERTY INTEREST	There is no property interest in a term contract beyond its term. <i>Education Code 21.204(e)</i>

Arlington ISD
220901

EMPLOYMENT PRACTICES
EDUCATOR TERM CONTRACTS

DCB
(LOCAL)

ELIGIBLE POSITIONS The Board has chosen to employ by term contracts, as authorized by Education Code 21.002 and 21.201, the following categories of full-time certified professional employees: certified central office personnel, campus principals, assistant principals, administrators, counselors, certified teachers, and other professional staff on pay grade 5 and above.

EMPLOYMENT PRACTICES
CONTINUING CONTRACTS

DCC
(LEGAL)

CONTINUING
CONTRACTS

An employee of the District who completes the required probationary period [see DCA(LEGAL)] and who is elected to employment under a continuing contract by the Board for the succeeding year, shall be notified in writing of election to continuing contract status, and such employee shall, not later than the 30th day after such notification, file with the Superintendent written notification of acceptance of the continuing contract. Failure of the employee to accept the contract within such 30-day period shall be considered a refusal on the part of the employee to accept the contract. *Education Code 21.153*

FORMER
ADMINISTRATORS

The Board may grant to a person who has served as a principal or in another administrative position for which certification is required, at the completion of service in such capacity, a continuing contract, if the person qualifies for that position under criteria adopted by the Board. The period of service in an administrative capacity shall be construed as contract service as an employee. *Education Code 21.155*

STATUS UNDER
CONTINUING
CONTRACT

Each employee with whom a continuing contract has been made shall be entitled to continue in the employee's position or a position with the District for future school years without the necessity for annual nomination or reappointment, until such time as the person:

1. Resigns [see DFE], or retires under the Teacher Retirement System;
2. Is released from employment by the District at the end of a school year because of necessary reduction of personnel [see DFCA];
3. Is discharged for good cause, as defined in Section 21.156 of the Education Code [see DFCA] and in accordance with the procedures provided [see DF and DFD];
4. Is discharged for a reason stated in the teacher's contract that existed on or before September 1, 1995 and pursuant to the procedures provided [see DFD]; or
5. Is returned to probationary status, as authorized in Section 21.106 of the Education Code [see DNB].

Education Code 21.154

Arlington ISD
220901

EMPLOYMENT PRACTICES
CONTINUING CONTRACTS

DCC
(LOCAL)

ELIGIBLE POSITIONS The Board has chosen to employ full-time teachers, counselors,
and librarians on continuing contracts, as authorized by Education
Code 21.002 and 21.151.

The employment-at-will doctrine is the law of Texas, under which an employer has no duty to an employee regarding continuation of employment. Jones v. Legal Copy, Inc., 846 S.W. 2d [Tex. App.—Houston (1st Dist.) 1993]

The employment-at-will doctrine places no duties on an employer regarding an employee's continued employment and thus bars contract and tort claims based on the decision to discharge an employee. Sabine Pilot Serv., Inc. v. Hauck, 687 S.W. 2d 733 (Tex. 1985)

In Texas, at-will employment is presumed unless shown otherwise. Gonzales v. Galveston Ind. Sch. Dist., 865 F.Supp. 1241 (S.D. Tex. 1994)

Employment for an indefinite term may be terminated at-will and without cause, except as otherwise provided by law. Garcia v. Reeves County, Texas, 32 F. 3d 200 (5th Cir. 1994); Irby v. Sullivan, 737 F.2d 1418 (5th Cir. 1984); Winters v. Houston Chronicle Pub. Co., 795 S.W. 2d 723 (Tex. 1990)

EXCEPTION

An at-will employee cannot be discharged if the sole reason for the discharge was that the employee refused to perform an illegal act. Sabine Pilot Serv., Inc. v. Hauck, 687 S.W. 2d 733 (Tex. 1985) [See DG, DGA, DGB for other exceptions]

NEPOTISM

A superintendent to whom the Board has delegated final hiring authority to select personnel is a "public official" with appointment authority for purposes of the nepotism laws. Atty. Gen. Op. GA-123 (2003) [See DBE]

DISMISSAL
PROCEDURE

An at-will employment relationship, standing alone without benefit of recognized exception, triggers no due process requirement nor right. Mott v. Montgomery County, Tex., 882 S.W. 2d 635, 638 (Tex. App.—Beaumont, 1994)

Termination of employment is a condition of work that is a proper subject for the grievance process. Fibreboard Paper Products Corp. v. National Labor Relations Board, 85 S.Ct. 398, 402 (1984); Sayre v. Mullins, 681 S.W.2d 25 (Tex. 1984) [See DGBA]

NOTICE TO THE
COMMISSIONER

See policy DF regarding circumstances under which a certified paraprofessional employee's dismissal will be reported to the Commissioner.

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

The Board delegates to the Superintendent authority to hire and dismiss the following categories of employees, who shall serve on an at-will basis: teachers with a District teaching permit, paraprofessionals, and auxiliary personnel.

ASSIGNMENT AND
EVALUATION

The Superintendent or designee has sole authority to notify employees of assignments, compensation rates, and conditions of employment.

Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with administrative procedures.

REASONABLE
ASSURANCE OF
EMPLOYMENT

District employees in positions normally requiring less than 12 months of service, who are expected to report to work at the beginning of the following school session, shall be provided a letter of reasonable assurance of employment. [See CRF]

DISMISSAL

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District.

APPEAL TO BOARD

A dismissed employee may request to be heard by the Board in accordance with DGBA(LOCAL).

Note: *This policy applies only to employees whose contracts are not governed by Chapter 21 of the Education Code.*

WRITTEN
CONTRACT—
NON-EDUCATOR

A contract of employment with the District creates a property interest in the position only for the period of time stated in the contract. Such a contract creates no property interest of any kind beyond the period of time stated in the contract. *Perry v. Sindermann, 408 U.S. 593 (1972); Board of Regents of State Colleges v. Roth, 408 U.S. 564 (1972)*

TERMINATION
END OF CONTRACT

The Board may decide by vote or inaction not to offer any employee on a contract not governed by Chapter 21 of the Education Code further employment with the District beyond the term of the contract for any reason or no reason. *Perry v. Sindermann, 408 U.S. 593 (1972); Board of Regents of State Colleges v. Roth, 408 U.S. 564 (1972)*

MIDCONTRACT

An employee may be dismissed for good cause before the completion of the term fixed in his or her contract.

PROCEDURE

Before any employee on a contract not governed by Chapter 21 of the Education Code is dismissed, the employee shall be given reasonable notice of the cause or causes for the termination, set out in sufficient detail to fairly enable him or her to show any error that may exist and the names and the nature of the testimony of the witnesses against him.

Ferguson v. Thomas, 430 F.2d 852 (5th Cir. 1970)

HEARING

The Board may conduct the hearing in open session or in closed session unless the employee requests a public hearing, in which case the hearing shall be open to the public. *Gov't Code 551.074*

SUSPENSION

The employee may be suspended with pay pending the outcome of the dismissal hearing. *Moore v. Knowles, 466 F.2d 531 (5th Cir. 1972)*

The employee may be suspended without pay, so long as the suspension is temporary, and the employee receives a due process hearing. *Gilbert v. Homar, 524 U.S. 024 (1997)*

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

NON-CHAPTER 21
CONTRACTS

The Board may employ by written contract personnel not eligible for a contract under Chapter 21 of the Education Code. Such contracts shall not be governed by the provisions of Chapter 21 of the Education Code. [See also DC(LOCAL)]

REASONABLE
ASSURANCE OF
EMPLOYMENT

Personnel in positions normally requiring less than 12 months of service, who are employed on an annual contract and are expected to report to work at the beginning of the following school session, shall be provided a letter of reasonable assurance of employment. [See CRF]

APPEAL OF
EMPLOYMENT
ACTIONS

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal to the Board in accordance with DGBA(LOCAL).

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LEGAL)

STATE FUNDING

Subject to Education Code 42.2516(g) and (h) (regarding reduction in state aid for certain districts), the District is entitled to state revenue necessary to provide the District with an amount equal to \$2,500 for each classroom teacher, full-time librarian, full-time counselor, and full-time school nurse employed by the District and entitled to the state minimum salary. *Education Code 42.2516(b)(2)*

The District is entitled to state aid in an amount equal to the sum of:

1. \$500 for each full-time District employee, other than administrators or employees subject to the minimum salary schedule; and
2. \$250 for each part-time District employee, other than administrators.

A determination by the Commissioner under this provision is final and may not be appealed.

Education Code 42.2513

MINIMUM SALARY
SCHEDULE —
EDUCATORS

The District shall pay each classroom teacher, full-time librarian, full-time counselor, or full-time nurse not less than the minimum monthly salary, based on the employee's level of experience, specified in Education Code 21.402 and 19 TAC 153.1021.

DEFINITIONS

"Classroom teacher" means an educator who teaches an average of at least four hours per day in an academic or career and technology instructional setting, focusing on the delivery of the Texas Essential Knowledge and Skills, and who holds the relevant certificate from SBEC. Although noninstructional duties do not qualify as teaching, necessary functions related to the educator's instructional assignment, such as instructional planning and transition between instructional periods, should be applied to creditable classroom time.

"Librarian" means an educator who provides full-time library services and holds the relevant certificate from SBEC.

"Counselor" means an educator who provides full-time counseling and guidance services and holds the relevant certificate from SBEC.

"Nurse" means an educator employed to provide full-time nursing and health care services and who meets all the requirements to practice as a registered nurse (RN) pursuant to the Nursing Practice Act and the rules and regulations relating to professional nurse

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LEGAL)

education, licensure, and practice and has been issued a license to practice professional nursing in Texas.

“Full-time” means contracted employment for at least ten months (187 days) for 100 percent of the school day, in accordance with the definitions of school day in Education Code 25.082, employment contract in Education Code 21.002, and school year in Education Code 25.081.

19 TAC 153.1022(a)

PLACEMENT ON
SALARY SCHEDULE

The Commissioner’s rules determine the experience for which a teacher, librarian, counselor, or nurse is to be given credit in placing the teacher, librarian, counselor, or nurse on the minimum salary schedule. The District shall credit the teacher, librarian, counselor, or nurse for each year of experience, whether or not the years are consecutive. *Education Code 21.402(a), 21.403(c); 19 TAC 153.1022*

EDUCATOR
COMPENSATION
FOR 2006–07

For the 2006–07 school year, a classroom teacher, full-time librarian, full-time counselor, or full-time school nurse is entitled to a monthly salary that is at least equal to the sum of:

1. The monthly salary the employee would have received for the 2006–07 school year under the District’s salary schedule for the 2005–06 school year, if that schedule had been in effect for the 2006–07 school year, including any local supplement and any money representing a career ladder supplement the employee would have received in the 2006–07 school year; and
2. \$250.

Education Code 21.402(c-1)

A classroom teacher, full-time librarian, full-time counselor, and full-time school nurse employed by a school district in the 2006–07 school year is, as long as the employee is employed by the same district, entitled to a salary that is at least equal to the salary the employee received for the 2006–07 school year. *Education Code 21.402(c-2)*

Education Code 21.402(c-1) and (c-2) expire September 1, 2007.

EMPLOYEES
FORMERLY ON
CAREER LADDER

A teacher or librarian who received a career ladder supplement on August 31, 1993, is entitled to at least the same gross monthly salary the teacher or librarian received for the 1994–95 school year as long as the teacher or librarian is employed by the same district.

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LEGAL)

“Gross monthly salary” includes the amount the teacher or librarian received as a career ladder supplement under Section 16.057, as that section existed January 1, 1993.

Education Code 21.402(f), 21.403(d)

In addition, a teacher or librarian who was on level two or three of the career ladder is entitled, as long as he or she is employed by the same district, to:

LEVEL TWO
EDUCATORS

1. Placement on the minimum salary schedule at the step above the step on which the teacher would otherwise be placed, if the teacher or librarian received a career ladder supplement for level two of the career ladder on August 31, 1993; or

LEVEL THREE
EDUCATORS

2. Placement on the minimum salary schedule at the step two steps above the step on which the teacher would otherwise be placed, if the teacher or librarian received a career ladder supplement for level three of the career ladder on August 31, 1993.

Education Code 21.403(d)

SUPPORT STAFF
COMPENSATION

The District shall pay each District employee, other than an administrator or an employee subject to the minimum salary schedule, an amount at least equal to:

1. \$500, for full-time employees.
2. \$250, for part-time employees.

Such payment is in addition to wages the District would otherwise pay the employee during the school year.

Education Code 22.107

PAY INCREASES

The District shall not grant any extra compensation, fee, or allowance to a public officer, agent, servant, or contractor after service has been rendered or a contract entered into and performed in whole or in part. *Tex. Const. Art. III, Sec. 53* [See CE(LEGAL)]

SALARY ADVANCES
AND LOANS

The District shall not lend its credit or gratuitously grant public money or things of value in aid of any individual, association, or corporation. *Tex. Const. Art. III, Sec. 52; Brazoria County v. Perry, 537 S.W.2d 89 (Tex. Civ. App.-Houston [1st Dist.] 1976, no writ)*

DESIGNATION OF
COMPENSATION FOR
BENEFITS

An employee who is covered by a cafeteria plan or who is eligible to pay health care premiums through a premium conversion plan may elect to designate a portion of the employee’s compensation to be used as health care supplementation. The amount designated may not exceed the amount permitted under federal law.

Education Code 21.103

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LEGAL)

USE	An employee may use the compensation designated for health care supplementation for any employee benefit, including depositing the designated amount into a cafeteria plan in which the employee is enrolled or using the designated amount for health care premiums through a premium conversion plan. <i>Education Code 21.106</i>
ANNUAL ELECTION	Each school year, an active employee must elect in writing whether to designate a portion of the employee's compensation to be used as health care supplementation. The election must be made at the same time that the employee elects to participate in a cafeteria plan, if applicable. <i>Education Code 21.105</i>
DEFINITION	<p>For purposes of the designation of compensation as health care supplementation, "employee" means an active, contributing member of TRS who:</p> <ol style="list-style-type: none">1. Is employed by the District;2. Is not a retiree eligible for coverage under Insurance Code Chapter 1575 (retiree group health benefits);3. Is not eligible for coverage by a group insurance plan under Insurance Code Chapter 1551 (state employee health insurance) or Chapter 1601 (state university employee health insurance); and4. Is not an individual performing personal services for the District as an independent contractor. <p><i>Education Code 22.101(2)</i></p>
FAIR LABOR STANDARDS ACT	Unless an exemption applies, the District shall pay each of its employees not less than minimum wage. <i>29 U.S.C. 206(a)(1)</i>
MINIMUM WAGE	Unless an exemption applies, the District shall pay an employee not less than one and one-half times the employee's regular rate of pay for all hours in excess of forty in any workweek. <i>29 U.S.C. 207(a)(1); 29 CFR part 778</i>
COMPENSATORY TIME ACCRUAL	<p>Nonexempt employees may receive, in lieu of overtime compensation, compensatory time off at a rate of not less than one and one-half hours for each hour of overtime work, pursuant to an agreement or understanding arrived at between the employer and employee before the performance of the work. Such agreement or understanding may be informal, such as when an employee works overtime knowing that the employer rewards overtime with compensatory time.</p> <p>An employee may accrue not more than 240 hours of compensatory time. If the employee's overtime work included a public safety</p>

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LEGAL)

activity, an emergency response activity, or a seasonal activity, the employee may accrue not more than 480 hours of compensatory time. After the employee has reached these limits, the employee shall be paid overtime compensation for additional overtime work.

PAYMENT FOR
ACCRUED TIME

Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time of payment. An employee who has accrued compensatory time off shall be paid for any unused compensatory time upon separation from employment at the rates set forth at 29 U.S.C. 207(o)(4).

USE

An employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the District.

The Fair Labor Standards Act does not prohibit the District from compelling the use of accrued compensatory time.

29 U.S.C. 207(o); Christensen v. Harris County, 529 U.S. 576 (2000); Houston Police Officers' Union v. City of Houston, 330 F.3d 298 (5th Cir. 2003)

EXEMPT
EMPLOYEES

The minimum wage and overtime provisions do not apply to any employee employed in a bona fide executive, administrative, or professional capacity, including academic administrative personnel or teachers in elementary or secondary schools. *29 U.S.C. 213(a)(1)*

SALARY BASIS

To qualify as an exempt executive, administrative, or professional employee, the employee must be compensated on a salary basis. Subject to the exceptions listed in the rule, an employee must receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. A district that makes improper deductions from salary shall lose the exemption if the facts demonstrate that the District did not intend to pay employees on a salary basis.

SAFE HARBOR
POLICY

If the District has a clearly communicated policy that prohibits improper pay deductions and includes a complaint mechanism; reimburses employees for any improper deductions, and makes a good faith commitment to comply in the future, the District will not lose the deduction unless the District willfully violates the policy by continuing to make improper deductions after receiving employee complaints.

The best evidence of a clearly communicated policy is a written policy that was distributed to employees before the improper pay deductions by, for example, providing a copy of the policy to em-

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LEGAL)

ployees upon hire, publishing the policy in an employee handbook, or publishing the policy on the District's intranet.

29 CFR 541.600, .602(a), .603

WAGE AND HOUR
RECORDS

The District shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the Fair Labor Standards Act. *29 CFR 516.2*

TRS CONTRIBUTIONS
FOR NEW HIRES

During each fiscal year, the District shall pay an amount equal to the state contribution rate, as established by the General Appropriations Act for the fiscal year, applied to the aggregate compensation of new members of the retirement system, during their first 90 days of employment.

"New member" means a person first employed on or after September 1, 2005, including a former member who withdrew retirement contributions under Government Code 822.003 and is reemployed on or after September 1, 2005.

On a monthly basis, the District shall:

1. Certify to TRS the total amount of salary paid during the first 90 days of employment of a new member and the total amount of employer payments under this section for the payroll periods; and
2. Retain information, as determined by TRS, sufficient to allow administration of this section, including information for each employee showing the applicable salary as well as aggregate compensation for the first 90 days of employment for new employees.

The District must remit the amount required under this section to TRS at the same time the District remits the member's contribution. In computing the amount required to be remitted, the District shall include compensation paid to an employee for the entire pay period that contains the 90th calendar day of new employment.

Gov't Code 825.4041

TRS SURCHARGE FOR
REHIRED RETIREES

During each payroll period for which a retiree is reported, the District shall contribute to the retirement system for each retiree reported an amount based on the retiree's salary equal to the sum of:

TRS FUND
CONTRIBUTIONS

1. The current contribution amount that would be contributed by the retiree if the retiree were an active, contributing member; and

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LEGAL)

2. The current contribution amount authorized by the General Appropriations Act that the state would contribute for that retiree if the retiree were an active, contributing member.

HEALTH
INSURANCE
CONTRIBUTIONS

In addition, each payroll period and for each rehired retiree who is enrolled in TRS Care (retiree group health insurance), the District shall contribute to the TRS Care trust fund any difference between the amount the retiree is required to pay for the retiree and any enrolled dependents to participate in the group program and the full cost of the retiree's and enrolled dependents' participation in the group program, as determined by TRS. If more than one employer reports the retiree to TRS during a month, the amount of the required payment shall be prorated among employers.

EXCEPTION

The District is not required to contribute these amounts for a retiree who was reported under retirement system rules in effect for the report month of January 2005 by:

1. The reporting employer; or
2. Another employer, if both employers are school districts that formed a consolidated school district on or before September 1, 2005.

Gov't Code 825.4092; Insurance Code 1575.204

RETIREMENT
INCENTIVES

The District may not offer or provide a financial or other incentive to an employee to encourage the employee to retire from the Teacher Retirement System of Texas. *Education Code 22.007*

ATTENDANCE
SUPPLEMENT

The District shall not deny an educator a salary bonus or similar compensation given in whole or in part on the basis of educator attendance because of the educator's absence from school for observance of a religious holy day observed by a religion whose places of worship are exempt from property taxation under Tax Code 11.20. *Education Code 21.406*

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

The Superintendent shall recommend to the Board for approval compensation plans for all District employees. Compensation plans may include wage and salary structures, stipends, benefits, and incentives.

PAY ADMINISTRATION

The Superintendent shall administer the compensation plans consistent with the budget approved by the Board. The Superintendent or designee shall classify each job title within the compensation plan and pay system based on the qualifications and duties of the position. Within these classifications, the Superintendent or designee shall determine appropriate pay for new employees and employees reassigned to different positions.

PAY SYSTEM

The pay system shall be designed to provide appropriate pay for the assessed worth of District jobs. The system shall consist of pay range structures for the following employee groups: administrative/professional, clerical/technical, and manual trades. The system shall be designed and administered to accomplish the following:

1. Stay competitive with appropriate labor markets for the various categories of personnel.
2. Recognize the levels of skill, effort, and responsibility required of different jobs.
3. Reward continued length of service to the District.
4. Be fiscally controlled and cost effective.

A copy of the District's pay system shall be available in the administrative offices.

Employee pay adjustments shall be administered by the Superintendent or designee to promote impartial and consistent treatment of all employees. Administrative procedures shall include hiring guidelines, promotion guidelines, updating pay ranges, method of calculating and applying general pay increase, and process for job classification review.

JOB CLASSIFICATION

Each job in the District shall be assigned to a pay grade based on the level of skill, effort, and responsibility required of the job assignment. The Superintendent shall classify new positions or reclassify existing positions as necessary based on an assessment of job requirements and comparability to other positions in the District. [See EXEMPT/NONEXEMPT CLASSIFICATION, below]

PAY RANGES

Pay ranges for each pay grade shall establish minimum and maximum rates of pay within the range. All pay ranges shall be estab-

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

lished by monthly, daily, or hourly base rates to promote consistent treatment of employees who have different work periods.

The Superintendent shall review pay ranges on an annual basis and recommend adjustments consistent with economic and job market indicators.

SALARY ASSIGNMENT

Salary assignments or quotes may be made by the executive director for personnel or the director for auxiliary personnel and shall be approved only by the Superintendent and the associate superintendent.

Any other salary quote, offer, or assignment from any other employee shall not be considered binding.

PAY ADVANCEMENT

Pay ranges shall be structured to allow the opportunity to increase employee pay within the range for continued service to the District. The Superintendent shall make recommendations regarding employee increases on an annual basis. Recommendations shall be based on consideration of such factors as cost of living indexes, wage increases within competitive job markets, and budget resources. No employee with less than a satisfactory performance evaluation will receive a pay increase.

EXTENSION LADDER
FOR TEACHERS

Teachers who, on August 31, 1993, met the requirements of the stricter performance criteria in effect for the 1992-93 school year are eligible for the following supplements to their base salaries for as long as they are continuously employed in the District:

Level II: \$1,500

Level III: \$3,000

In order to be considered continuously employed in the District, a teacher must not have had any break in service. A teacher who resigns or retires and who is then rehired by the District the following year is considered to have had a break in service; however, this shall not apply to teachers who have had such a break in service prior to August 31, 2005.

EXEMPT /
NONEXEMPT
CLASSIFICATION

The Superintendent or designee shall determine the classification of positions or employees as "exempt" or "nonexempt" for purposes of payment of overtime in compliance with the Fair Labor Standards Act.

EXEMPT

The District shall pay employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA) on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

COMPENSATION AND BENEFITS
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DEA
(LOCAL)

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District's attention, through the District's complaint policy [see DGBA]. If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the FLSA, as needed. [See DK(LOCAL)] The employee shall be compensated for these assignments according to the District's compensation plans.

NONEXEMPT

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless the employee works more than 40 hours.

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the Fair Labor Standards Act.

OVERTIME
COMPENSATION

All overtime must have prior approval by the appropriate administrator. Approved overtime shall be compensated at the rate of one and one-half regular pay or hours. Overtime shall be compensated for time worked in excess of 40 hours in a designated seven-day work period.

Supervisors of nonexempt employees shall ensure there is an agreement or understanding with their employees regarding the form of compensation for overtime (pay or compensatory time) prior to the performance of the work occasioning the overtime duty. These agreements or understandings need not be in writing but the supervisor shall maintain some record of them, such as a calendar notation, a memo to the file, or some similar indication that the employee was notified of the type of compensation to expect.

COMPENSATORY
TIME

Compensatory time earned by nonexempt employees may not accumulate beyond a maximum of 60 hours.

Use of compensatory time may be at the employee's request or as determined by the employee's supervisor to protect the District's schedules and activities.

WORKWEEK DEFINED

For purposes of FLSA compliance, the workweek for auxiliary employees is 12:00 a.m. Monday until 11:59 Sunday. The workweek for paraprofessional employees is 12:00 a.m. Sunday until 11:59 p.m. Saturday.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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This introductory page outlines the contents of the leaves and absences policy. See the following sections for statutory provisions on:

SECTION I

Sick/Personal Leave

1. State Personal Leave;
Accumulated Sick Leave page 2
2. Assault Leave page 2
3. Temporary Disability Leave page 3
4. Family and Medical Leave (FML) pages 4–11
 - a. Eligibility, Notice to Employees
 - b. Definitions of “Serious Health Condition,” “Health Care Provider”
 - c. Maintenance of Health Benefits
 - d. Duration of Leave: Intermittent and End-of-Term Leaves; Combined Leave for Spouses
 - e. Notice by Employees, Foreseen and Unforeseen Leave
 - f. Medical Certification, Recertification
 - g. Concurrent Use of FML with Paid/Unpaid Leave
 - h. Reinstatement
 - i. Denial of Restoration to Key Employees

SECTION II

Military Leave

1. Federal page 12
2. State: Short- and Long-Term page 13

SECTION III

Miscellaneous

1. Religious Observances page 14
2. Compliance with a Subpoena page 15
3. Jury Duty page 15
4. Developmental Leave page 15
5. Absence Control page 15

COMPENSATION AND BENEFITS
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STATE PERSONAL
LEAVE

A state minimum personal leave program consisting of five days per year of personal leave, with no limit on accumulation and no restrictions on transfer among districts, shall be provided for District employees. The District may provide additional personal leave beyond this minimum. The Board may adopt a policy governing an employee's use of personal leave granted under this subsection, except that the policy may not restrict the purposes for which the leave may be used. *Education Code 22.003(a)*

STATE SICK LEAVE
ACCUMULATION

District employees retain any sick leave accumulated as state minimum sick leave under former Section 13.904(a) of the Education Code. Former Section 13.904(c), Education Code, continues to govern the use of that sick leave. Sick leave shall be used only for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Death in the employee's immediate family.

Acts of the 74th Legislative Session, Senate Bill 1, Sec. 66

FORMER EDUCATION
SERVICE CENTER
(ESC) EMPLOYEES

The District shall accept the sick leave accrued by an employee who was formerly employed by a regional education service center (ESC), not to exceed five days per year for each year of employment. *Education Code 8.007*

ASSAULT LEAVE

In addition to all other days of leave, a District employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from physical injuries sustained as a result of the assault. At the request of an employee, the District must immediately assign the employee to assault leave. Days of assault leave may not be deducted from accrued personal leave. Assault leave may not extend more than two years beyond the date of the assault. Following an investigation of the claim, the District may change the assault leave status and charge the leave against the employee's accrued personal leave or against the employee's pay if insufficient accrued personal leave is available.

Notwithstanding any other law, assault leave benefits due to an employee shall be coordinated with temporary income benefits due from workers' compensation so the employee's total compensation from temporary income benefits and assault leave policy benefits will equal 100 percent of the employee's weekly rate of pay.

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A District employee is physically assaulted if the person engaging in the conduct causing injury to the employee:

1. Could be prosecuted for assault; or
2. Could not be prosecuted for assault only because the person's age or mental capacity makes the person a nonresponsible person for purposes of criminal liability.

Education Code 22.003(b), (c)

SICK LEAVE
DIFFERENT FROM
TEMPORARY
DISABILITY LEAVE

An employee's entitlement to sick leave is unaffected by any concurrent eligibility for a leave of absence for temporary disability. The two types of leave are different, and each must be granted by its own terms. *Atty. Gen. Op. H-352 (1974)*

PREGNANCY

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. *29 CFR 1604.10(b)*

TEMPORARY
DISABILITY

Each full-time educator shall be given a leave of absence for temporary disability at any time the educator's condition interferes with the performance of regular duties. The contract or employment of the educator may not be terminated while the educator is on a leave of absence for temporary disability. For purposes of temporary disability leave, pregnancy is considered a temporary disability.

AT EMPLOYEE'S
REQUEST

A request for a leave of absence for temporary disability must be made to the Superintendent. The request must:

1. Be accompanied by a physician's statement confirming inability to work;
2. State the date requested by the educator for the leave to begin; and
3. State the probable date of return as certified by the physician.

BY BOARD
AUTHORITY

The Board may adopt a policy providing for placing an educator on leave of absence for temporary disability if, in the Board's judgment in consultation with a physician who has performed a thorough medical examination of the educator, the educator's condition interferes with the performance of regular duties. The educator shall have the right to present to the Board testimony or other information relevant to the educator's fitness to continue in the performance of regular duties.

COMPENSATION AND BENEFITS
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RETURN TO ACTIVE DUTY NOTICE	The educator shall notify the Superintendent of a desire to return to active duty no later than the 30th day before the expected date of return. The notice must be accompanied by a physician's statement indicating the educator's physical fitness for the resumption of regular duties.
PLACEMENT	An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another campus voluntarily may approve the appointment of an employee who wishes to return from leave of absence. However, if no other principal approves the assignment by the beginning of the next school year, the District must place the employee at the school at which the employee formerly taught or was assigned. <i>Atty. Gen. Op. DM-177 (1992)</i>
LENGTH OF ABSENCE	The Superintendent shall grant the length of leave of absence for temporary disability as required by the individual educator. The Board may establish a maximum length for a leave of absence for temporary disability, but the maximum length may not be less than 180 calendar days. <i>Atty. Gen. Op. H-352 (1974)</i> <i>Education Code 21.409</i>
FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)	An employee of a district having 50 or more employees within 75 miles of the worksite who has been employed by the District for at least 12 months and for 1,250 hours during the previous 12-month period shall be entitled to a total of 12 workweeks of leave, without loss of any employment benefit accrued prior to the beginning of the leave, during any 12-month period for one or more of the following reasons: <ol style="list-style-type: none">1. Because of the birth or adoption, including placement for foster care, of the employee's child and in order to care for the child, provided the leave is taken within 12 months of the birth, adoption, or placement of the child. By agreement between the employee and the District, this leave may be taken intermittently or on a reduced leave schedule.2. To care for the employee's spouse, child, or parent if the spouse, child, or parent has a serious health condition.3. Because of the employee's serious health condition that makes the employee unable to perform functions of his or her position. <i>29 U.S.C. 2611(2), 2612(a)</i>

COMPENSATION AND BENEFITS
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METHODS FOR
DETERMINING
ENTITLEMENT PERIOD

The District is permitted to choose any one of the following methods for determining the 12-month period for which the 12-week leave entitlement occurs:

1. The calendar year;
2. Any fixed 12-month "leave year," such as a fiscal year, a year required by state law, or a year starting on an employee's "anniversary" date;
3. The 12-month period measured forward from the date any employee's FML begins; or
4. A "rolling" 12-month period measured backward from the date an employee uses any FML (except that such measure may not extend back before August 5, 1993).

29 CFR 825.200(b)(1)–(4)

NOTICE TO
EMPLOYEES

The District shall post and keep posted in conspicuous places on each campus where notices to employees are usually posted, a notice approved by the Secretary of Labor that sets out excerpts from or summaries of the Family and Medical Leave Act and information pertaining to the filing of a charge. *29 U.S.C. 2619*

If the District's workforce is comprised of a significant portion of workers who are not literate in English, the District shall be responsible for providing the information required by the notice in a language in which the employees are literate. *29 CFR 825.300(c)*

SERIOUS HEALTH
CONDITION

A "serious health condition" that entitles an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefor or recovery therefrom) or any subsequent treatment in connection with such inpatient care; or
2. Continuing treatment by a health care provider for a period of incapacity (as described above) for:
 - a. More than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition.
 - b. Pregnancy, including severe morning sickness, or prenatal care.

- c. Treatment for such incapacity due to a chronic serious health condition (one that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity).
- d. A condition for which treatment may not be effective and for which the employee or family member is under the continuing supervision of a health care provider (i.e., Alzheimer's, a severe stroke, or the terminal stages of a disease).
- e. The purpose of receiving multiple treatments by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, or kidney disease.

29 CFR 825.114(a)

HEALTH CARE
PROVIDER

For FMLA leave purposes, a "health care provider" is defined as any of the following:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices.
2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state (meaning that the provider must be authorized to diagnose and treat physical or mental health conditions without supervision by a doctor or other health care provider) and performing within the scope of their practice as defined by state law.
3. Nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law.
4. Christian Science Practitioners who are listed with the First Church of Christ, Scientist in Boston, Massachusetts.
5. Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

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6. A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

29 CFR 825.118

MAINTENANCE OF
HEALTH BENEFITS

During any period that an eligible employee takes FMLA leave, the District shall maintain coverage under any "group health plan" for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in active duty with the District. *29 U.S.C. 2614(c)(1)*

FAILURE TO
RETURN FROM
LEAVE

The District may recover its share of health care premiums paid during a period of FMLA leave if an employee fails to return to work after his or her FMLA leave entitlement has been exhausted or expires, unless one of the following conditions exists:

1. The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under FMLA; or
2. Other circumstances beyond the employee's control.

When an employee fails to return to work, except for the reasons stated above, health premiums paid by the District during a period of FMLA leave are a debt owed the District by the nonreturning employee, and may be recovered by the District through deduction of any sums due the employee or through legal action.

29 U.S.C. 2614(c)(2); 29 CFR 825.213(a), (f)

DISCRIMINATION
PROHIBITED

The FMLA prohibits interference with an employee's rights under the law, and with legal proceedings or inquiries relating to employee's rights. An employer is prohibited from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the FMLA. An employer is prohibited from discriminating against employees or prospective employees who have used FMLA. *29 CFR 825.220*

INTERMITTENT LEAVE

An eligible employee other than an instructional employee may take leave intermittently or on a reduced leave schedule when medically necessary to care for a spouse, parent, or child or to receive planned medical treatment for himself or herself. *29 U.S.C. 2612(b)*

Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule reduces the usual number of working days per workweek or hours per workday. The District may limit leave increments to the short-

est period of time that its payroll system uses to account for absences or use of leave, provided it is one hour or less. An employee may not be required to take more FMLA leave than necessary to address the circumstance that precipitated the need for the leave, unless the employee is an eligible instructional employee whose request meets the conditions below. *29 CFR 825.203 (a), (d)*

An eligible instructional employee who requests leave to care for a spouse, parent, or child or because of his or her own serious health condition that is foreseeable based on planned medical treatment and who would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, may be required to choose either to:

1. Take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
2. Transfer temporarily to an available alternative position offered by the District for which the teacher is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the teacher's regular employment position.

29 U.S.C. 2618(c)

"Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instruction, nor does it include personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers. *29 CFR 825.600(c)*

CHILD CARE /
ADOPTION

The District may allow any of its employees to take intermittent leave for child care and/or adoption purposes. *29 U.S.C. 2618(c)(2)*

END-OF-TERM LEAVE

When an instructional employee requests leave near the end of a semester, the District may impose the following restrictions on the timing of a return to duty:

1. If the leave begins more than five weeks before the end of the semester, the District may require the employee to continue taking leave to the end of the semester if the leave will last at least three weeks and the return to employment would occur during the three-week period before the end of the semester.

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2. If the leave begins during the five weeks before the end of the semester and is for a purpose other than the employee's own serious health condition, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks and return to employment would occur during the two-week period before the end of the semester.
3. If the leave begins during the three weeks prior to the end of the semester for a purpose other than the employee's own serious health condition and will last more than five working days, the District may require the employee to continue to take leave until the end of the semester.

If the District requires an employee to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA entitlement.

29 U.S.C. 2618(d); 29 CFR 825.600(c), 825.602, 825.603(b)

BOTH SPOUSES
EMPLOYED IN
DISTRICT

A husband and wife who are eligible for FMLA leave and are both employed in the District may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken:

1. For the birth of a son or daughter or to care for the child after birth.
2. For the placement of a son or daughter for adoption or foster care, or to care for the child after placement.
3. To care for a parent with a serious health condition.

When the husband and wife both use a portion of the total 12-week entitlement for one of the purposes noted above, each spouse shall be entitled to the difference between the amount he or she has taken individually and 12 weeks of FMLA leave for a purpose other than those listed above.

29 U.S.C. 2612(f); 29 CFR 825.202

NOTICE BY
EMPLOYEES
FORESEEABLE
LEAVE

An employee shall provide at least 30 days' notice before FMLA leave is to begin if the need for leave is foreseeable based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days' notice is not practicable, such as because of not knowing approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

“As soon as practicable” means as soon as possible and practical taking into account all of the facts and circumstances in the individual case. Ordinarily, it would mean at least verbal notification to the employer within one or two business days of when the need for leave becomes known to the employee.

29 CFR 825.302

LEAVE THAT IS NOT FORESEEABLE	When the need for leave, or its approximate timing, is not foreseeable, an employee shall provide notice to the District as soon as practicable under the facts and circumstances of the particular case. Ordinarily, notice shall be provided within no more than one or two working days of learning of the need for leave. Notice should be provided either in person or by telephone, telegraph, “fax” machine, or other electronic means. <i>29 CFR 825.303</i>
SPECIFICITY OF NOTICE	Employees are not required to expressly invoke the FMLA’s protection when notifying the District of their need for FMLA leave. <u><i>Manuel v. Westlake Polymers Corp.</i></u> , 66 F.3d 758 (5th Cir. 1995).
MEDICAL CERTIFICATION	The District may require a certification issued by the health care provider of the spouse, child, parent, or employee that the employee is needed to care for the spouse, child, or parent or, in case of leave for the employee’s condition, that the employee is unable to perform the functions of his or her position. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the provider’s knowledge regarding the condition. The employee shall in a timely manner provide a copy of the certification to the District. <i>29 U.S.C. 2613</i>
RECERTIFICATION	For pregnancy, chronic, or permanent/long-term conditions under the continuing supervision of a health care provider, the District may request recertification no more often than every 30 days, unless more frequent recertification is warranted because: <ol style="list-style-type: none"><li data-bbox="435 1483 1097 1511">1. The employee requests an extension of leave.<li data-bbox="435 1539 1296 1640">2. Circumstances described by the original certification have changed significantly (i.e., the duration or nature of the illness or complications).<li data-bbox="435 1668 1254 1726">3. The District receives information that casts doubt upon the continuing validity of the certification. The employee must provide the requested recertification to the District within the time frame requested by the District (which must allow at least 15 days to submit a recertification), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good-faith efforts.

Any recertification requested by the District shall be at the employee's expense, unless the District provides otherwise. No second or third opinion on recertification may be required.

29 U.S.C. 2613(e); 29 CFR 825.308

CONCURRENT USE OF
PAID LEAVE AND
FMLA LEAVE

The District may designate any paid leave to which the employee is entitled as substituting for all or some portion of the employee's FMLA leave entitlement. Once the District has acquired knowledge that the leave is being taken for an FMLA-required reason, the District must promptly (within two business days absent extenuating circumstances) notify the employee that the paid leave is designated and will be counted as FMLA leave. *29 U.S.C. 2612(d)(2); 29 CFR 825.208(b)(1)*

WORKERS'
COMPENSATION
RECIPIENTS

The provision for substituting an employee's paid leave does not apply to a workers' compensation absence. However, the District may not deny use of accrued paid leave to an employee who is on FMLA leave and receiving workers' compensation benefits. *29 CFR 825.207(d)(1), (2); Atty. Gen. Op. JC-40 (1999)*

RETURN TO WORK

The District may uniformly require, as a prerequisite for reinstating employees whose FMLA leave was due to their own serious health condition, medical certification of their ability to resume work. *29 U.S.C. 2614(a)(4)*

RETURN TO
POSITION

An employee who takes FMLA leave under these provisions is entitled to be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The determination of how an employee is restored to an equivalent position is based on the District's established policies and practices that clearly explain the employee's restoration rights on return from leave. *29 U.S.C. 2614(a)(1), 2618(e); 29 CFR 825.604*

DENIAL OF
RESTORATION

The District may deny restoration to "key employees," as described below, and may delay restoration to any employee who fails to provide a fitness-for-duty certificate to return to work, if such is required by the District.

A "key employee" is a salaried FMLA-eligible employee who is among the highest paid ten percent of all District employees within 75 miles of the employee's worksite. Key employees may be denied restoration to their original or equivalent positions under the following conditions:

1. At the time FMLA leave is requested (or FMLA leave begins, if earlier), the employee has received written notice that he or she is a "key employee," and has been informed of the potential consequences with respect to reinstatement and mainte-

nance of health benefits if the District determines that substantial and grievous economic injury will result to District operations if the employee is reinstated from FMLA leave.

2. The Board determines that denial of restoration is necessary to prevent substantial and grievous economic injury to the District.
3. On making the determination that injury would occur, the District notifies the employee in writing, either in person or by certified mail, of its intent to deny restoration to employment on completion of FMLA leave. The notice must explain the basis for the Board's finding of injury and must provide the employee a reasonable time in which to return to work, taking into account the circumstances, such as the length of leave and the urgency of the need for the employee to return.
4. If the employee does not return to work in response to the District's notice, he or she continues to be entitled to maintenance of health benefits at the District's expense. The employee's FMLA rights continue unless and until the employee gives notice he or she no longer wishes to return to duty or the District actually denies restoration at the end of the leave period.
5. An employee who has received notice as set out at item 3 above is still entitled to request reinstatement at the end of the leave period. The District must then determine whether it will suffer substantial and grievous economic injury from reinstatement based on the facts at that time. If such a determination is made, the District shall notify the employee in writing (in person or by certified mail) of denial of restoration.

29 U.S.C. 2614(b); 29 CFR 825.216, 825.217, 825.219, 825.312(c)

FEDERAL LEAVE FOR
MILITARY SERVICE

Any person who is absent from a position of employment by reason of voluntary or involuntary service in the uniformed services (the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Services, and any other category of persons designated by the President in time of war or emergency) shall be entitled to certain reemployment rights and benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) if:

1. The person (or an appropriate officer of the uniformed service in which such service is performed) has given advance written or verbal notice of such service to the District (unless notice is

COMPENSATION AND BENEFITS
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precluded by military necessity or is otherwise unreasonable or impossible);

2. The cumulative length of the absence and of all previous absences from a position of employment with the District does not exceed five years; and
3. The person reports to or submits an application for reemployment to the District and complies with the appropriate procedural requirements that apply under the circumstances.

A person who is reemployed under this act is entitled to the seniority and other rights and benefits determined by seniority that the person had on the date of the commencement of service in the uniformed services plus the additional seniority and rights and benefits that such person would have attained if the person had remained continuously employed.

The District is not required to reemploy a person if:

1. The District's circumstances have so changed as to make reemployment impossible or unreasonable;
2. The reemployment of such person would impose an undue hardship on the District; or
3. The employment from which the person leaves to serve in the uniformed services is for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

38 U.S.C. 4301, et. seq.

STATE LEAVE FOR
MILITARY SERVICE
SHORT TERM

All employees of the District who are members of the state military forces or of the reserve components of the United States Armed Forces shall be granted a paid leave of absence from their duties without loss of time, efficiency rating, vacation time, personal time, sick leave, or salary on all days during which they are engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 workdays in a federal fiscal year. *Gov't Code 431.005(a), (b)*

CALLED TO DUTY

A member of the state military forces who is ordered to active state duty by the governor or other proper authority under state law is entitled to the same benefits and protections provided to persons performing service in the uniformed services under 38 U.S.C. 4301–4313 and 4316–4319 and to persons in the military service of the United States under 50 App. U.S.C. 501–536, 560, and 580–594, as those laws existed on April 1, 2003. *Gov't Code 431.017*

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Such employees who are ordered to duty by proper authority shall be restored, when relieved from duty, to the position held by them when ordered to duty. *Gov't Code 431.005(c)*

LONG TERM

Any employee, other than a temporary employee, who leaves a position with the District to enter active military service is entitled to be reemployed by the District in the same position held at the time of the induction, enlistment, or order, or to a position of similar seniority, status, and pay. To be entitled to reemployment, the employee must be discharged, separated, or released from active military service under honorable conditions not later than the fifth anniversary after the date of induction, enlistment, or call to active military service and must be physically and mentally qualified to perform the duties of the position. *Gov't Code 613.001(3), 613.002*

An employee who cannot perform the duties of the position because of a disability sustained during military service is entitled to reemployment in the District in a position that the employee can perform and that has like seniority, status, and pay as the former position or the nearest possible seniority, status, and pay. *Gov't Code 613.003*

To be reemployed, a veteran of the military must apply for reemployment not later than the 90th day after the date the veteran is discharged or released from active military service. Application must be made in writing to the Superintendent and have attached to it evidence of the veteran's discharge, separation, or release from military service under honorable conditions. *Gov't Code 613.004*

A person reemployed after active military service shall not be discharged without cause before the first anniversary of the date of the reemployment. *Gov't Code 613.005*

"Military service" means service as a member of the Armed Forces of the United States, a reserve component of the Armed Forces of the United States, the Texas National Guard or the Texas State Guard. *Gov't Code 613.001(2)*

USE OF PERSONAL
LEAVE

An employee with available personal leave is entitled to use the leave for compensation during a term of active military service. This provision applies to any personal or sick leave available under former law or provided by local policy.

The District may adopt a policy providing for paid leave for active military service as part of the consideration of employment.

Education Code 22.003(d), (e)

COMPENSATION AND BENEFITS
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RELIGIOUS
OBSERVANCES

The District shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship on the conduct of District business. Such absence shall be without pay unless applicable paid local leave is available. *42 U.S.C. 2000e(j), 2000e-2(a); Ansonia Bd. of Educ. v. Philbrook, 479 U.S. 60, 107 S.Ct. 367 (1986); Pinsker v. Joint Dist. No. 28J of Adams and Arapahoe Counties, 735 F.2d 388 (10th Cir.1984)*

COMPLIANCE WITH A
SUBPOENA

The District may not discharge, discipline, or penalize in any manner an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. *Labor Code 52.051(a)*

JURY DUTY

The District may not discharge, discipline, reduce the salary of, or otherwise penalize or discriminate against an employee because of the employee's compliance with a summons to appear as a juror. For each regularly scheduled workday on which a nonsalaried employee serves in any phase of jury service, the District shall pay the employee the employee's normal daily compensation. An employee's accumulated personal leave may not be reduced because of the employee's service in compliance with a summons to appear as a juror. *Education Code 22.006*

DEVELOPMENTAL
LEAVES OF ABSENCE

The Board may grant a developmental leave of absence for study, research travel, or other suitable purpose to an employee working in a position requiring a permanent teaching certificate who has served in the District at least five consecutive school years.

A developmental leave of absence may be granted for one school year at one-half regular salary or for one-half of a school year at full regular salary. Payment to the employee shall be made periodically by the District in the same manner, on the same schedule, and with the same deductions as if the employee were on full-time duty.

An employee on developmental leave shall continue to be a member of the Teacher Retirement System of Texas and shall be an employee of the District for purposes of participating in programs, holding memberships, and receiving benefits afforded by employment in the District.

Education Code 21.452

ABSENCE CONTROL

Uniform enforcement of a reasonable absence-control rule is not retaliatory discharge. For example, a district that terminates an employee for violating a reasonable absence-control provision cannot be liable for retaliatory discharge as long as the rule is uniformly enforced. *Continental Coffee Products Co. v. Cazarez, 937*

S.W.2d 444 (Tex. 1996) (workers' compensation discrimination case); Texas Division-Tranter, Inc. v. Carrozza, 876 S.W.2d 312 (Tex. 1994) (workers' compensation discrimination case); Swearingen v. Owens-Corning Fiberglas Corp., 968 F.2d 559 (5th Cir. 1992) (workers' compensation discrimination case); Howell v. Standard Motor Prods., Inc., 2001 U.S. Dist LEXIS 12332 (N. D. Tex. 2001) (Family and Medical Leave Act case); Specialty Retailers v. DeMoranville, 933 S.W.2d 490 (Tex. 1996) (age discrimination case); Gonzalez v. El Paso Natural Gas Co., 40 F.E.P. Cases (BNA) 353 (Tex. App.—El Paso 1986, no pet.) (sex discrimination case)

[Some employees may have protected status even after the expiration of all other leave. See CRE and DAA.]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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(LOCAL)

DEFINITIONS

The term "immediate family" shall include:

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, 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, the definition of family shall be "spouse, child, and parent."

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, or death of the employee's spouse, child, or parent.

WORKDAY

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

STATE SICK LEAVE

State sick leave is state leave earned before May 30, 1995, which may be used only in accordance with statutory guidelines. [See DEC(LEGAL)]

STATE AND LOCAL
PERSONAL LEAVE

Professional employees hired prior to the 1988-89 school year shall continue to receive ten local personal leave days in addition to the statutorily mandated five days of state personal leave during a school year.

Regular employees hired in the 1988-89 school year and thereafter shall receive five local personal leave days per school year, in addition to the statutory five state personal leave days.

RATE OF ACCRUAL

State and local personal leave days shall accrue at the rate of one day upon the completion of the first 20 days of employment and one day thereafter for each 20 working days until the maximum of ten days for the year has been reached or until the allowable maximum number of days has been reached.

LIMIT ON
ACCUMULATION

Unused state personal leave shall accumulate without limit as established by law. Unused local personal leave may accumulate to

COMPENSATION AND BENEFITS
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a maximum of 50 workdays. [See DEG(LOCAL) regarding accrued benefits at retirement]

USE OF LEAVE

The following shall apply:

1. Personal leave shall be recorded in whole workdays and half workdays.
2. Employees shall be charged personal leave when absent, even if a substitute was not employed to cover the absence.
3. Regular salaried employees may access their personal leave entitlement for the current year at the beginning of the school year. A regular salaried employee may use unearned personal leave not to exceed the allowable accumulation for the current school year.
4. Auxiliary employees may access their personal leave entitlement for the current year each pay period, as it is accrued.

If a regular salaried employee who has used unearned personal leave ceases to be employed by the District, a payroll adjustment shall be made to reimburse the District for the unearned portion of the leave used. However, no such adjustment shall be made in the case of death of the employee or if the employee leaves employment because of illness or injury certified by a physician, and does not accept other employment.

The reasons for which personal leave may be used shall not be limited by the District. [See DEC(LEGAL)] To protect the instructional program and the best interests of the District, no more than five consecutive days of state or local personal leave may be used without prior written approval. [See administrative regulations]

ORDER IN WHICH
DIFFERENT LEAVES
ARE USED

The use of state and local personal leave, and of state sick leave when applicable, shall be in the order established in administrative regulations.

SCHEDULE
LIMITATIONS

Personal leave shall be allowed immediately preceding or following a school holiday, with prior written approval. For teachers, approval shall depend on the availability of a substitute teacher to cover their classes. Employees who failed to arrange for someone to cover their professional responsibilities shall be denied approval for a similar circumstance.

Personal leave will not be approved for:

- The last day of a grading period;
- Days scheduled for state-mandated assessments;
- Professional development or staff workdays;

COMPENSATION AND BENEFITS
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(LOCAL)

During semester grade verification day; and/or

Any other days as specified by the Board, campus principal, or supervisor.

UNAUTHORIZED
ABSENCE FROM DUTY

An unauthorized absence shall be defined as an absence from the assigned duty not covered by the District's adopted policies for vacation, sick leave, civic duty, personal leave, maternity leave, military leave, sabbatical leave, or leave authorized by the administrator in charge.

Payroll deductions for each day of unauthorized absence from duty shall be made based on the employee's current daily rate of pay.

MEDICAL
CERTIFICATION

In accordance with administrative regulations, an employee absent more than five consecutive workdays because of personal illness or illness in the immediate family shall submit medical certification of the illness.

Medical certification shall be made by a health care provider as defined by the Family and Medical Leave Act. [See DEC(LEGAL)]

TEMPORARY
DISABILITY

The maximum length of temporary disability leave for full-time professional employees shall be 180 calendar days.

COURT
APPEARANCES

Absences for court appearances related to an employee's personal business shall be deducted from the employee's leave or, at the option of the employee, shall be taken as leave without pay. An employee shall be granted leave with pay and without loss of accumulated leave for jury duty or compliance with a subpoena. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation received.

WORKERS'
COMPENSATION

An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.

An employee eligible for workers' compensation wage benefits, and not on assault leave, shall indicate whether he or she chooses to:

1. Receive workers' compensation wage benefits; or
2. Use available paid leave. Workers' compensation wage benefits shall begin when:
 - a. Paid leave is exhausted;
 - b. The employee elects to discontinue use of paid leave; or
 - c. Leave payments are less than the employee's pre-injury average weekly wage.

COMPENSATION AND BENEFITS
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(LOCAL)

UNPAID LEAVE OF ABSENCE	A professional employee on a contract may be considered for a one-year unpaid leave of absence by making written application to the Superintendent or designee, stating the reason for the leave.
DEVELOPMENTAL LEAVE	The request for an unpaid leave of absence shall be considered only if the employee is not seeking gainful out-of-the-District employment and the reason for the request is one of the following: <ol style="list-style-type: none">1. Serious illness of a member of the employee's immediate family;2. Desire of the employee to study in an institution of higher learning; or3. Travel that may be considered of equal educational value to training in an institution of higher learning.
LIMITATIONS	A leave of absence without pay shall not be granted more than once in seven years, except upon recommendation of the Superintendent.
FAMILY AND MEDICAL LEAVE	For purposes of an employee's entitlement to family and medical leave, the 12-month period shall be measured backward from the date an employee uses any family and medical leave.
CONCURRENT USE OF LEAVE	The District shall require employees to use family and medical leave concurrently with all applicable paid or unpaid leave.
COMBINED LEAVE FOR SPOUSES	If both spouses are employed by the District, family and medical leave for the birth, 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 FOR CHILD CARE	Use of intermittent family and medical leave shall be permitted also for the care of a newborn healthy child or upon the adoption or placement of a child with the employee.
CERTIFICATION OF ILLNESS	Upon request for family and medical leave for the employee's serious health condition or that of a spouse, parent, or child, and at 30-day intervals thereafter, the employee shall provide medical certification of the illness or disability.
MEDICAL RELEASE	The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.
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).

COMPENSATION AND BENEFITS
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RESIGNATION OR FAILURE TO RETURN	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 by the District during the period in which such leave was taken as unpaid leave.
LIMITED OFF-DUTY DAYS FOR MEDICAL LEAVE OR WORKERS' COMPENSATION REASONS	<p>Employees who have been off duty for medical leave or workers' compensation for 180 calendar days (six months) shall be removed from the payroll records. To be eligible for the 180 days of leave, an employee must be eligible for FMLA.</p> <p>Employees who do not qualify for FMLA leave will be eligible for up to 90 calendar days of unpaid leave in any 12-month period.</p>
NON-WORK RELATED CONDITION	FMLA eligible employees who have been off work on medical leave (not workers' compensation) who return to work on limited/modified duty, shall be allowed a maximum of 30 calendar days on limited/modified duty. If the employee is unable to return to full duty at the end of that period, he or she shall be placed on inactive status without pay for up to 150 calendar days (five months). [See MAXIMUM TIME OFF, below]
WORK-RELATED CONDITION	FMLA eligible employees who have been off work on workers' compensation who return to work on limited/modified duty, shall be allowed a maximum of 30 calendar days on limited/modified duty. If the employee is unable to return to full duty at the end of that period, he or she shall be placed on inactive status with workers' compensation benefits for up to 150 calendar days (five months). [See MAXIMUM TIME OFF, below]
MAXIMUM TIME AFTER LIMITED DUTY	FMLA eligible employees who have been placed on inactive status for either of the reasons described above shall be removed from the payroll records when they have been off work for a total of 150 calendar days (five months). [See MAXIMUM TIME OFF, below]
MAXIMUM TIME OFF	Employees who have been off work on workers' compensation for 180 calendar days (six months for FMLA eligible) or 90 days (three months when not eligible for FMLA) shall be removed from the payroll records. If these employees have unused vacation and personal leave days, they may elect to receive retroactive pay for their unused days.
FMLA ELIGIBLE	A total of 180 calendar days (six months) shall be allowed for any combination of off-work and limited/modified duty for FMLA eligible employees.
NOT ELIGIBLE FOR FMLA	An employee who is not eligible for FMLA will be eligible for a maximum of 90 calendar days of leave for any combination of off-work and limited/modified duty.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

REAPPLYING FOR
EMPLOYMENT

A person who is released by his or her physician for full-duty status after being removed from the payroll records may reapply for employment with the District through the usual job application process.

SICK LEAVE BANK

The Board has authorized the establishment of a sick leave bank for the purpose of helping members who have exhausted all paid leave and vacation days in the course of a catastrophic personal injury or illness. [See administrative regulations]

Membership to the bank is open to all employees during the enrollment periods. To become a bank member, an employee shall contribute three days of local leave, which will be subtracted from the employee's earned local leave and shall become the property of the bank. Deposits cannot be returned for any reason. No additional deposits shall be required in subsequent years except as provided below.

A catastrophic leave committee shall be appointed to consider requests for paid leave from the bank by members who are eligible. [See additional provisions below]

CATASTROPHIC
LEAVE BANK

The District's catastrophic leave bank for employees is maintained for personal leave needed by an employee who, after having exhausted all paid leave is unable to perform job duties due to catastrophic illness, catastrophic injury, or emergency surgery requiring hospitalization. The bank shall not be used for an illness, injury, or surgery resulting from any condition that was known to the employee on the date on which he or she first became a member of the catastrophic leave bank.

ENROLLING

Bank membership is open to any District employee who deposits three days of local personal leave in the bank.

The enrollment period for all employees shall be August 1 through August 31.

Deposited personal leave shall be subtracted from the member's local personal leave. The three days of local personal leave deposited in the bank become the property of the bank. All deposits shall remain in force and cannot be returned for any reason, even upon cancellation of membership. If a member cancels membership and later wishes to rejoin, a deposit of three days of local personal leave must be made during an enrollment period.

Members shall not be required to deposit additional leave in subsequent years unless the bank is in danger of being depleted or the member has been granted leave from the bank. In that event, in order to retain membership, members shall be required to deposit additional days of local personal leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

CLOSURE OF BANK	In the event that the bank is depleted of leave without sufficient membership to sustain it, all membership and benefits shall end. Leave deposited shall be forfeited by the members.
END OF EMPLOYMENT	If employment with the District ends for any reason, leave deposited and all benefits shall be forfeited. If a former employee returns to the District and wishes to regain membership, three days of local personal leave must again be deposited.
BANK 'YEAR' DEFINED	For bank purposes, the school year shall be from September 1 through August 31. If three or more days of leave are granted to a member during the school year, three earned days of personal leave must be deposited by that member in order to maintain membership. If fewer than three days of leave are used by the member, the number of days actually granted must be deposited in order to maintain membership. Failure to repay leave shall constitute a loss of membership and benefits.
MAXIMUM YEARLY BENEFITS	The amount of leave granted to members joining prior to or on August 17, 1993, who have consistently maintained membership shall not exceed the requesting member's number of yearly contract days. The amount of leave granted to members joining for the first time or joining upon being rehired after August 17, 1993, will be up to 75 days per school year. Upon granting the requesting member the maximum number of days allowed in a school year defined as from September 1 through August 31, the obligation of the bank to the member is ended. The member would be entitled to additional days upon the deposit of three days of earned local leave after the employee has returned to work from extended leave and use of the bank. In a future year, this three-day leave shall accrue on the 60th day.
LOSS OF MEMBERSHIP	A member shall lose the right to the benefits of the bank by: <ol style="list-style-type: none">1. Termination of employment in the District.2. Cancellation of participation by the member on the proper form.3. Failing to repay required number of leave days.
BANK REGULATIONS	Leave from the bank shall be granted only after the member has exhausted all accumulated state sick and personal and local personal leave and accrued vacation. A member may apply for leave from the bank only after being absent from work the number of days requested. Leave applications shall be accepted up to 30 days from the date that all personal leave has been exhausted. Leave shall not be granted in advance. Bank leave is granted only for absences on regular workdays. Leave shall not be granted for holidays, vacation, or for other such days for which the member is not paid. Leave shall not be granted when a member is on leave of absence or when a member is suspended from duty.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

A member shall be reimbursed only for the amount of pay that the member was docked. Reimbursement shall be made to the member in the regular payroll check after the committee has approved the requested leave.

PREEXISTING
CONDITIONS

Preexisting conditions shall not be covered under provisions of the bank. Leave shall not be granted for a preexisting condition. A preexisting condition is one for which the member has sought a medical opinion or medical assessment, or has received any diagnosis as to the possible identification of the condition on or before the date that the member joined the bank.

RESTRICTIONS USE
OF LEAVE

The bank may be used only for the catastrophic illness or injury of the member. Complications arising from pregnancy and childbirth may be considered on an individual basis when they pose an immediate medical threat to the member.

All members who join the bank during the enrollment period are entitled to apply for bank benefits after 30 days. Personal leave days deposited to the bank must be earned by the member prior to application for bank benefits.

Unused leave in the bank shall carry over to the next school year.

CATASTROPHIC
LEAVE BANK
COMMITTEE

The bank shall be administered by the following personnel who will be referred to as the catastrophic leave bank committee ("the committee"):

- Principal
- Counselor or librarian
- High school teacher
- Junior high school teacher
- Elementary school teacher
- Administrator
- Paraprofessional representative
- Supervisor representative
- Campus auxiliary personnel representative
- Food service representative
- Maintenance, operations, warehouse, transportation representative

In addition, three members of the community shall be invited to join the committee as follows:

- Physician
- Psychologist or psychiatric consultant
- Layman

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

EXECUTIVE OFFICER	The school administrator member shall serve as the executive officer of the committee and process all approved personal leave for members to the payroll department.
TERMS	Committee members who are employed by the District shall serve three-year staggered terms. Committee members who are not District employees may serve continuously. Members shall be replaced by recommendation of the executive officer after consultation with the committee. A chairperson and secretary shall be selected each school year.
CHAIRPERSON	Duties of the chairperson shall be to: <ol style="list-style-type: none">1. Review, organize, and present applications with necessary documentation to the committee.2. Coordinate approved leave with the payroll department.3. Call for approval or disapproval of recommendation from the committee.4. Respond to applicant by mail.5. Conduct phone vote during the summer, if necessary.
SECRETARY	Duties of the secretary shall be to: <ol style="list-style-type: none">1. Record minutes of the committee meetings.2. Call roll.3. Record voice vote of committee.
VACANCIES	Vacancies in an unexpired term shall be filled by appointment by the committee by an employee from the group that was represented by the resigning member.
COMMITTEE DECISIONS	All decisions made by the committee are to be a majority of those attending the meeting.
APPLICATIONS FOR LEAVE	A request for leave from the bank may be made when a member: <ol style="list-style-type: none">1. Is unable to perform job duties because of a catastrophic illness, catastrophic injury, or emergency surgery requiring hospitalization; and2. Has used all accumulated state sick and personal and local personal leave and vacation. <p>A member shall submit the information requested below to the executive officer, within 30 working days after filing an application form:</p>

COMPENSATION AND BENEFITS
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(LOCAL)

1. A statement signed by the member attesting that the condition that prompted the request for leave was unknown to the member on the date he or she first became a member of the catastrophic leave bank.
2. A statement completed by the attending physician that includes:
 - a. The nature of the illness and/or extent of injury with a determination that the condition is not a “preexisting condition”;
 - b. The date of initial onset of this particular condition; and
 - c. The anticipated date when the employee will be eligible to return to work on a full- or part-time basis.

Forms are available from the school principal or the personnel office.

REVIEW OF
APPLICATIONS

The committee may refuse to consider an application that does not contain the required information. The applicant may be requested to appear before the committee.

If a member is unable to file an application for leave, the school principal, immediate supervisor, or department head may initiate the application form at the request of the member or the member’s family.

All applications shall be reviewed individually.

Procedures or questions concerning membership, regulations, or applications for leave that are not specifically covered herein shall be submitted to the committee. The committee shall make a recommendation to the Superintendent for interpretation.

APPEALS

A member may appeal the decision of the committee by writing a letter to the executive officer requesting to appear in person before the committee.

A member who is aggrieved by a decision of the committee may file a complaint under policy DGBA(LOCAL), starting at Level Two.

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

SALARIED
EMPLOYEES

Salaried employees working full-time for 243 days or more per school year shall earn paid vacation at the following rate:

1. Up to ten years of service—ten days per year.
2. More than ten years of service—15 days per year. A break in service of more than three years will cancel all creditable service prior to the break in service. Employees who are employed by the District as of June 2, 1980, are exempt from meeting this requirement unless a break in service occurs after June 2, 1980.

Vacation accrues at the first pay period of each school year. Days shall be prorated for individuals whose employment begins after the first pay period. Vacation must be used by December 31 following the end of the school year in which it was earned.

A salaried employee must be employed by the District for ten months before accrued vacation is earned. If a salaried employee takes accrued vacation but terminates employment prior to the end of the tenth month, all vacation taken shall be repaid at the employee's daily rate of pay.

If a salaried employee takes vacation that is accrued but not earned and terminates employment prior to earning all vacation days taken, the unearned vacation shall be repaid at that employee's daily rate of pay.

HOURLY EMPLOYEES

Hourly employees working 80 hours per pay period for 243 days or more per school year shall earn paid vacation at a rate of .5264 of a day per pay period not to exceed ten days per year.

Hourly employees working 40 hours per pay period for 243 days or more per school year shall earn paid vacation at the rate of .2632 of a day per pay period, not to exceed five days per year.

After 120 months of service, hourly employees working 80 hours per pay period for 243 days or more per school year shall earn paid vacation at a rate of .7895 of a day per pay period, not to exceed 15 days per year.

Vacation is earned beginning with the first pay period in a school year and must be used by December 31 following the end of that school year. Vacation taken but not earned shall be deducted at the employee's hourly rate of pay.

UNUSED VACATION

When an individual's employment ends with the District, any unused vacation days shall be utilized in determining the final day of service. An employee will not otherwise be compensated for unused vacation.

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COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

Unused vacation days are calculated from July 1 to the last day of service.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LEGAL)

CLASSROOM SUPPLY REIMBURSEMENT	If funds are specifically appropriated or TEA identifies available funds, TEA shall establish a reimbursement program under which TEA provides funds to districts for the purpose of reimbursing classroom teachers and campus library media specialists who expend personal funds on classroom supplies.
USE OF FUNDS	<p>The District shall allow each classroom teacher and campus library media specialist in the District who is reimbursed under the reimbursement program to use the funds at the teacher's or specialist's discretion, except that the funds must be used for the benefit of the District's students.</p> <p>The District may allow, but not require, teachers and campus library media specialists to pool their respective supply monies for the purchase of an item, as long as the item meets the student benefit criteria established by the District.</p> <p><i>Education Code 21.414; 19 TAC 61.1081(d)(3)</i></p>
MAXIMUM REIMBURSEMENT	Total reimbursement to an individual teacher or campus library media specialist in a single year from the Classroom Supply Reimbursement Grant Program may not exceed \$200. Reimbursements from local funds may exceed the matching requirement (see below).
UNEXPENDED FUNDS	Funds for each grant period must be expended by the end of the grant period.
ELIGIBILITY REQUIREMENTS	<p>To be eligible to participate in the classroom supply reimbursement program, the District shall be required to:</p> <ol style="list-style-type: none">1. Reapply to participate each year;2. Account for funds in accordance with applicable state and federal requirements;3. Match any funds provided to the District under the reimbursement program with local funds to be used for the same purpose. The District may not use funds received under the reimbursement program to replace local funds used by the District for the same purpose. Local funds may be donated or otherwise provided to the District by community groups, parent/teacher organizations, businesses, professional organizations, and others.<ol style="list-style-type: none">a. "Local funds" are all funds over which the District exercises control or approval authority used to reimburse teachers for tangible items of direct benefit to students.b. Individual reimbursements from the Classroom Supply Reimbursement Grant Program must be matched with an equal amount of local funds.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LEGAL)

4. Ensure that items purchased with grant funds are tangible items, of direct benefit to students. In order to participate in the classroom supply reimbursement program, the District's application must include a District policy that would ensure each teacher or campus library media specialist meets the requirement that an expenditure will benefit students;
5. Retain ownership of all durable goods purchased under this program. The District may develop a procedure allowing each teacher or campus library media specialist to retain ownership of goods of nominal value purchased with grant money; and
6. Return unexpended Classroom Supply Reimbursement Grant Program balances at the end of the state fiscal year for which they were awarded.

PENALTIES

A district found in noncompliance with TEA's rules regarding the Classroom Supply Reimbursement Grant Program must reimburse the state for funds unaccounted for or used for purposes not meeting the requirements of the statute.

A district found to have reduced its local expenditures may be required to refund the entire grant to the state.

DISPUTE
RESOLUTION AND
APPEALS

A determination by the Board of any dispute involving teacher or campus library media specialist reimbursement is final and may not be appealed to TEA, except as provided in Education Code 7.057. Nothing in this provision precludes TEA from recovering funds from the District pursuant to an audit.

A determination by TEA in the administration of this program is final and may not be appealed.

Note: TEA regulations under Education Code 21.214 expire September 1, 2007.

19 TAC 61.1081

TRAVEL SERVICES

An employee of the District who is engaged in official business may participate in the Texas Building and Procurement Commission's contract for travel services. *Gov't Code 2171.055(f)*

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

PRIOR APPROVAL
REQUIRED

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's immediate supervisor.

TRAVEL EXPENSES

Reimbursement for authorized travel shall be in accordance with legal requirements.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

DOCUMENTATION
REQUIRED

For any authorized expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with administrative procedures.

COMPENSATION AND BENEFITS
RETIREMENT PROGRAM

DEG
(LOCAL)

VACATION TIME

Employees who retire shall not be eligible to receive prorata remuneration for unused vacation time accrued prior to retirement.

The "Accrued Service Benefit Plan" has been eliminated for all employees hired after December 31, 1984.

For employees hired before January 1, 1985, accrued service benefits will be computed to the following criteria, restrictions, and limitations.

RETIREMENT
BENEFITS

When an employee applies and is approved for retirement benefits under provision of the Teacher Retirement System of Texas, and when notification of retirement is properly certified to the Board, the employee shall become eligible for accrued service benefits according to the following plan:

1. For each year of experience in the District, the employee shall be paid one-half of the employee's daily rate, based on the 1984-85 salary schedule. Accrued service for experience shall be from the date of the employee's current contract of continuous service.
2. For accumulated eligible local sick leave days, the employee shall be paid a rate not to exceed \$45 per day for each unused accumulated sick leave day. Accrued service for eligible sick leave days shall begin as recorded for each employee as of August 31, 1973. The maximum eligible sick leave used in the calculation shall not exceed 50 days.
3. For accumulated ineligible local sick leave days, the employee shall be paid at a rate not to exceed one-half of the amount paid for eligible sick leave days for each unused accumulated sick leave day. Accrued service for ineligible sick leave days shall begin at zero for each employee as of September 1, 1973. The maximum ineligible sick leave used in the calculation shall not exceed 120 days.

Employees retiring under the disability provisions of the Texas Teacher Retirement System shall be entitled to accrued service benefits even though they have not been employed by the District ten or more years. Benefits shall be computed as shown above. The minimum benefit for employees retiring under the disability provision of the Teacher Retirement System will be the same percentage of accrued benefits as the 15-year retiree. [See "Accrued Benefit Chart," below.]

If an employee retires under the disability provisions of the Texas Teacher Retirement System and receives accrued service benefits, then returns to employment of the District, he or she shall refund to the District, in full, the amount of accrued service benefits received

COMPENSATION AND BENEFITS
RETIREMENT PROGRAM

DEG
(LOCAL)

or forfeit all rights to any eligibility for future accrued service benefits for service rendered the District. Refund must be made within 12 months from the beginning day of employment. The payment must be in one lump sum.

Disability retirement will not affect the continuous service status of an employee if he or she returns to employment of the District within the same year that he or she is removed from "disability status" with the Teacher Retirement System of Texas.

An employee who is 55 years old or older and has 20 or more years of continuous service with the District will be eligible for accrued service benefits even though he or she does not choose to take retirement benefits at the time of retirement from the District.

ACCRUED SERVICE
BENEFITS

Accrued service benefits will be calculated at the time of retirement from the District and will be paid on that amount.

Accrued service benefits will be paid at the time application for retirement is approved by the Teacher Retirement System of Texas and proper notification is made to the District.

All professional accrued service benefits shall be based on the grade 7 (bachelor's degree) or grade 8 (master's degree) 1984-85 salary schedule. Employee's degree and experience shall determine step placements on the proper grade salary schedule.

To receive accrued service benefits, the employee shall:

1. Present a written application to be filed with the office of the Superintendent by May 31 of the preceding retirement year for accrued service benefits.
2. File the notification of retirement by January 15, in order for benefits to be payable upon retirement.

The Board shall have a 12-month period from May 31 to make the accrued benefit settlement.

Failure to make proper notification by the specified dates gives the Board the right to delay the benefit payment until the next budget year.

For employees retiring prior to the end of a contract year, calculations for benefits under this provision shall be based on the preceding year's contract salary schedule.

State sick leave is not considered in calculating accrued service benefits.

COMPENSATION AND BENEFITS
RETIREMENT PROGRAM

DEG
(LOCAL)

CONTINUOUS
SERVICE

All benefits to be calculated on continuous service-prior service with the District will not be used in calculating accrued service benefits. An approved leave of absence for no longer than one year will not forfeit continuous service period. Leave of absence for more than one year forfeits all rights to continuous service period.

Upon the death of an employee, eligible benefits, if any, are payable to his or her heirs.

Accrued benefits for directors, supervisors, coordinators, and/or other employees that do not hold degrees shall not exceed that of a grade 7 teacher.

The Board reserves the right of adjustment of this policy, if and when it is determined to be in the best interest of the District.

If for any reason the accrued service benefit plan is adjusted, the action will not affect any vested benefits.

Maximum accrued service benefits are granted to retirees with 20 or more years of service. Accrued service benefits shall be calculated in accordance with the following chart:

Service	Accrued Benefits
20 years or more	100%
19 years	90%
18 years	80%
17 years	70%
16 years	60%
15 years	50% (see page 1)
14 years	45%
13 years	40%
12 years	35%
11 years	30%
10 years	25%

Employees who signed a waiver prior to 1973 shall be eligible for the same accumulated service benefits as other employees upon satisfactory approval of retirement by the Board.

TERMINATION OF CONTRACT

DF
(LEGAL)

Note: For a detailed treatment of termination and nonrenewal of educator contracts, see policies DFAA and DFAB (Probationary Contracts), DFBA and DFBB (Term Contracts), and DFCA (Continuing Contracts).

WITHHOLDING
INFORMATION

An attempt by any District employee to encourage or coerce a child to withhold information from the child's parent is grounds for discharge or suspension under Education Code 21.104 (probationary contracts), 21.156 (continuing contracts), and 21.211 (term contracts). *Education Code 26.008(b)*

CRIMINAL OFFENSES

The District may discharge an employee if the District obtains information of the employee's conviction of a felony or of a misdemeanor involving moral turpitude that the employee did not disclose to the State Board for Educator Certification (SBEC) or the District. An employee discharged under this section is considered to have been discharged for misconduct for purposes of Labor Code 207.044 (unemployment compensation). *Education Code 22.085*

CERTAIN OFFENSES
AGAINST CHILDREN

A district that receives notice under Education Code Section 21.058(b) of the revocation of a certificate issued under Chapter 21, Subchapter B, shall:

1. Immediately remove the person whose certificate has been revoked from campus or from an administrative office, as applicable, to prevent the person from having any contact with a student [see DK]; and
2. As soon as practicable, terminate the employment of the person in accordance with the person's contract and with Education Code Chapter 21, Subchapter B.

These removal and termination requirements apply only to a conviction of a felony under Penal Code Title 5 or an offense for which the person must register as a sex offender, and only if the victim of the offense is under 18 years of age.

Education Code 21.058

FAILURE OF
CERTIFICATION

An employee's probationary, term, or continuing contract under Education Code Chapter 21 is void if the employee:

1. Does not hold a certificate or permit issued by SBEC; or
2. Fails to fulfill the requirements necessary to extend the employee's temporary or emergency certificate or permit.

TERMINATION OF CONTRACT

DF
(LEGAL)

DISTRICT'S OPTIONS	<p>After an employee receives notice that the employee's contract is void the District may:</p> <ol style="list-style-type: none">1. Terminate the employee;2. Suspend the employee with or without pay; or3. Retain the employee for the remainder of the school year on an at-will employment basis in a position other than classroom teacher at the employee's existing rate of pay or at a reduced rate; and <p>An employee whose contract is void is not entitled to the minimum salary prescribed by Education Code 21.402.</p>
NO APPEAL OR CHAPTER 21 HEARING	<p>A District's decision under Education Code 21.0031(b) is not subject to appeal under Education Code Chapter 21, and the notice and hearing requirements of this chapter do not apply to the decision.</p>
APPLICABILITY	<p>These void contract provisions do not affect the rights and remedies of a party in an at-will employment relationship and do not apply to a certified teacher assigned to teach a subject for which the teacher is not certified.</p> <p><i>Education Code 21.0031; Nunez v. Simms, 341 F.3D 385 (5th Cir. 2003)</i></p>
REPORT TO SBEC	<p>In addition to the reporting requirement under Family Code 261.101 [see FFG], the Superintendent shall promptly notify SBEC if the Superintendent has reasonable cause to believe that:</p>
CRIMINAL RECORD	<ol style="list-style-type: none">1. An educator employed by or seeking employment by the District has a criminal record;
RESIGNATION	<ol style="list-style-type: none">2. The educator resigned and reasonable evidence supports a recommendation by the Superintendent to terminate the educator based on a determination that the educator engaged in misconduct described in 3(a)–(e), below [see DFE]; or
TERMINATION	<ol style="list-style-type: none">3. An educator's employment at the District was terminated based on a determination that the educator:<ol style="list-style-type: none">a. Abused or otherwise committed an unlawful act with a student or minor;b. Possessed, transferred, sold, or distributed a controlled substance, as defined by Health and Safety Code Chapter 481 or by 21 U.S.C. Section 801 et seq.;c. Illegally transferred, appropriated, or expended funds or other property of the District;

TERMINATION OF CONTRACT

DF
(LEGAL)

- d. Attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or license for the purpose of promotion or additional compensation; or
- e. Committed a criminal offense or any part of a criminal offense on school property or at a school-sponsored event.

“Abuse” has the meaning assigned by Family Code 261.001 and includes any sexual conduct involving an educator and a student or minor.

REPORTS

The Superintendent must file a report with SBEC within seven calendar days after first learning about an alleged incident of misconduct described in items 1–3, above. The report must be in writing and in a form prescribed by SBEC.

A superintendent who is required to file a report, but fails to timely do so, is subject to sanctions.

The Superintendent shall notify the Board and the educator of the filing of the report.

IMMUNITY

A superintendent who in good faith and while acting in an official capacity files a report with SBEC is immune from civil or criminal liability that might otherwise be incurred or imposed.

Education Code 21.006, 19 TAC 249.14

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA
(LEGAL)

DISCHARGE

Any probationary contract employee may be discharged at any time for good cause as determined by the Board. "Good cause" is the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state. *Education Code 21.104(a)*

Note: See DF regarding circumstances in which a certified employee's dismissal must be reported to the State Board for Educator Certification (SBEC).

SUSPENSION

The District may, for good cause as defined above, suspend an employee without pay in lieu of discharge. The period of suspension may not extend beyond the end of the current school year. *Education Code 21.104(b)*

NOTICE

Before any probationary contract employee is dismissed or suspended without pay for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of the District's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist. *Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532, 105 S.Ct. 1487 (1985)*

HEARING

If a probationary contract employee who has received notice of proposed termination desires a hearing before an independent hearing examiner, the employee must file a written request with the Commissioner not later than the 15th day after the date the employee receives notice of the proposed termination. The employee must provide the District with a copy of the request and must provide the Commissioner with a copy of the notice.

The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing.

Education Code 21.251, 21.253 [See DFD]

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA
(LOCAL)

SUSPENSION WITH
PAY

A probationary contract employee may be suspended with pay or placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension or administrative leave.

PROBATIONARY CONTRACTS
TERMINATION AT END OF YEAR

DFAB
(LEGAL)

GROUNDS FOR
TERMINATION

A probationary contract employee may be terminated at the end of the contract period if the Board determines that such termination will serve the best interests of the District.

NOTICE

The Board shall give the employee notice of its decision to terminate the employment not later than the 45th day before the last day of instruction required under the contract.

NO APPEAL

The Board's decision to terminate a probationary employee at the end of a contract period is final and may not be appealed.

Education Code 21.103(a)

FAILURE TO NOTIFY

Failure to give a probationary employee notice of termination within the time period described above obligates the Board to employ the probationary employee for the following school year. The contract will be for a position in the same capacity under:

1. A probationary contract, if the person has been employed under a probationary contract for less than three consecutive school years; or
2. A continuing or term contract, according to District policy, if the person has been employed under a probationary contract for three consecutive school years.

Education Code 21.103(b)

PROBATIONARY CONTRACTS
RETURN TO PROBATIONARY STATUS

DFAC
(LEGAL)

In lieu of discharging a continuing contract employee, terminating a term contract employee, or not renewing a term contract, the District may, with written consent of the employee, return the employee to probationary contract status.

AFTER BOARD
PROPOSAL

Except as provided below, an employee may agree to be returned to probationary status only after receiving written notice that the Board has proposed discharge, termination, or nonrenewal. [See DF series]

AFTER NOTICE FROM
SUPERINTENDENT

An employee may agree to be returned to probationary contract status after receiving written notice of the Superintendent's intent to recommend discharge, termination, or nonrenewal.

NOTICE

The notice must inform the employee of the District's offer to return the employee to probationary contract status, the period during which the employee may consider the offer, and the employee's right to seek counsel. The District must provide the employee at least three business days after the employee receives the notice to agree to be returned to probationary contract status. This provision does not require the Superintendent to provide notice of intent to recommend discharge, termination, or nonrenewal.

NEW PROBATIONARY
PERIOD

An employee returned to probationary status must serve a new probationary period as if the employee were employed by the District for the first time.

Education Code 21.106

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(LEGAL)

SUSPENSION
WITHOUT PAY

The Board may, for good cause as determined by the Board, suspend an employee without pay:

1. Pending discharge, or
2. In lieu of termination.

The suspension may not extend beyond the end of the school year.

Education Code 21.211(b)

BACK-PAY

If no discharge occurs subsequent to a suspension without pay pending discharge, the term contract employee is entitled to back pay for the period of suspension. *Education Code 21.211(c)*

GROUND FOR
DISMISSAL

The Board may terminate a term contract and discharge a term contract employee at any time for:

1. Good cause as determined by the Board; or
2. A financial exigency that requires a reduction in personnel.

Education Code 21.211(a)

NOTICE

Before any term contract employee is dismissed for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of the District's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist. *Cleveland Bd. of Educ. v. Loudermill, 105 S.Ct. 1487 (1985)*

HEARING

If a term contract employee desires a hearing before an independent hearing examiner, the employee must file a written request with the Commissioner not later than the 15th day after the date the employee receives notice of the proposed termination or suspension without pay. The term contract employee must provide the District with a copy of the request and must provide the Commissioner with a copy of the notice.

The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing.

Education Code 21.251, 21.253 [See DFD]

SUSPENSION WITH
PAY

The employee may be suspended with pay pending the outcome of the dismissal hearing. *Moore v. Knowles, 482 F.2d 1069 (5th Cir. 1973)*

Note: See DF regarding circumstances in which a certified employee's dismissal must be reported to the State Board for Educator Certification (SBEC).

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(LOCAL)

SUSPENSION WITH
PAY

A term contract employee may be suspended with pay or placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension or administrative leave.

TERM CONTRACTS
NONRENEWAL

DFBB
(LEGAL)

EVALUATIONS	Before making a decision not to renew a term contract, the Board shall consider the most recent evaluations if the evaluations are relevant to the reason for the Board's action. <i>Education Code 21.203(a)</i> [See DNA]
REASONS	The Board shall establish by policy reasons for nonrenewal at the end of a school year. <i>Education Code 21.203(b)</i>
NOTICE	<p>Not later than the 45th day before the last day of instruction in a school year, the Board shall notify in writing each term contract employee whose contract is about to expire of its proposal to renew or not renew the contract.</p> <p>The Board's failure to give notice of a proposed renewal or nonrenewal constitutes an election to employ the term contract employee in the same professional capacity for the following school year.</p> <p><i>Education Code 21.201, 21.206</i></p>
REQUEST FOR HEARING	If the employee desires a hearing after receiving notice of the proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after receiving the notice of proposed action. The Board shall provide for a hearing to be held within 15 days after receiving written notice from the employee requesting a hearing unless the parties agree in writing to a different date. Such hearing shall be closed unless an open hearing is requested by the employee and shall be conducted in accordance with rules promulgated by the District.
BOARD HEARING	<p>If the employee requests a hearing, the Board shall hold a hearing at which the employee may:</p> <ol style="list-style-type: none">1. Be represented by a representative of the employee's choice;2. Hear the evidence supporting the reason for nonrenewal;3. Cross-examine adverse witnesses; and4. Present evidence. <p><i>Education Code 21.207</i></p>
BOARD DECISION	<p>To evaluate the evidence put before it, the Board shall use the preponderance of the evidence standard of review. <u><i>Whitaker v. Marshall ISD, Comm. Ed. Dec. No. 112-R1-598 (1998)</i></u></p> <p>Following the hearing, the Board shall take the appropriate action and notify the employee in writing of that action within 15 days following the conclusion of the hearing.</p>

Arlington ISD
220901

TERM CONTRACTS
NONRENEWAL

DFBB
(LEGAL)

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

Education Code 21.208

APPEALS

An employee aggrieved by a decision of the Board to nonrenew a term contract may appeal to the Commissioner for a review of the Board's decision. *Education Code 21.209*

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. A decision by a campus intervention team under Education Code 39.1324 that the employee not be retained at a reconstituted campus.
11. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
12. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
13. Conviction of a felony or of any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude. [See DH]

14. Failure to report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy. [See DH]
15. Failure to meet the District's standards of professional conduct.
16. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
17. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
18. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
19. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
20. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
21. A significant lack of student progress attributable to the educator.
22. Behavior that presents a danger of physical harm to a student or to other individuals.
23. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
24. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
25. Falsification of records or other documents related to the District's activities.
26. Falsification or omission of required information on an employment application.
27. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
28. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

29. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
30. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
31. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
32. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
33. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. The Superintendent shall require that each administrator's recommendation for nonrenewal be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Copies of written evaluations, other supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF
PROPOSED
RENEWAL
ORNONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal. When a timely request for a hearing on a proposed nonrenewal is received by the Board Presi-

dent, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

The hearing shall be conducted in closed meeting unless the employee requests that it be open, with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The employee and the administration may each be represented by a representative of each party's choice. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NOTICE OF PROPOSED CONTRACT NONRENEWAL
(FOR HEARINGS CONDUCTED BY THE BOARD)

Date: _____

Name: _____

Address: _____

City/State/Zip: _____

Dear _____:

YOU ARE HEREBY NOTIFIED that the Superintendent of _____ ISD has recommended to the Board of Trustees at a lawfully called meeting of the Board of Trustees on (date) _____, that your employment contract as (job title) _____ in the District not be renewed for the succeeding school year, and the Board voted to propose the nonrenewal.

This notice is given pursuant to the provisions of Section 21.206 of the Texas Education Code.

The recommendation not to renew your contract is being made for the following reasons:

[List all reasons in detail]

If you desire a hearing, not later than the 15th day after receipt of this written notice, you must notify the Board of Trustees in writing of such request. The Board shall provide a hearing to be held not later than the 15th day after receipt of your notice requesting a hearing. Such hearing shall be closed unless you request an open hearing. If you fail to make a timely request for a hearing, the Board may proceed to make a determination upon the Superintendent's recommendation not later than the 30th day after the date the Board sends you notice of the proposed nonrenewal.

If you have any questions concerning any of the reasons supporting the proposed action to nonrenew your contract, please advise the Superintendent in writing.

Attached to this notice is a copy of the District's policy on nonrenewal of term contracts, containing the rules for the hearing.

This notice dated at (City/State/Zip): _____,

Date: _____ BY: _____

President, Board of Trustees

_____ ISD

DISCHARGE	<p>A teacher employed under a continuing contract may be discharged at any time for good cause as determined by the Board. "Good cause" is the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state.</p>
SUSPENSION	<p>The District may suspend a teacher without pay and for a period not to extend beyond the end of the current school year in lieu of discharge, for good cause as defined above.</p> <p><i>Education Code 21.156</i></p>
REDUCTION IN FORCE	<p>Continuing contract employees may be released from employment by the District at the end of a school year because of necessary reduction of personnel.</p> <p>Necessary reduction of personnel shall be made in the reverse order of seniority in the specific teaching fields.</p> <p><i>Education Code 21.157</i></p>
NOTICE	<p>Before any employee under a continuing contract is discharged, suspended without pay in lieu of discharge, or released because of a necessary reduction in personnel, the employee shall be notified in writing by the Board of the proposed action and the grounds for the action. <i>Education Code 21.158(a)</i></p> <p>An employee who is discharged or suspended without pay for actions related to the inability or failure of the employee to perform assigned duties is entitled, as a matter of right, to a copy of each evaluation report or any other written memorandum that concerns the fitness or conduct of the employee, by requesting in writing a copy of these documents. <i>Education Code 21.158(b)</i></p>
HEARING	<p>If, upon written notification of the proposed action, the employee desires to contest the same, the employee shall notify the Board in writing not later than the tenth day after the date of receipt of the official notice and must provide the Commissioner with a copy of the notice. A timely request for a hearing entitles the employee to a hearing before a hearing examiner.</p> <p>The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing.</p> <p><i>Education Code 21.251(a)(1), 21.253, 21.159</i> [See DFD]</p>
HEARING NOT REQUESTED	<p>If the employee fails to request a hearing not later than the tenth day after receiving notice of the proposed action, the Board shall take the appropriate action and notify the employee in writing of the action not later than the 30th day after the date the Board sent the notice of the proposed action. <i>Education Code 21.159(c)</i></p>

Note: See DF regarding circumstances under which a certified employee's termination during the year shall be reported to the State Board for Educator Certification (SBEC).

CONTINUING CONTRACTS
SUSPENSION/TERMINATION

DFCA
(LOCAL)

SUSPENSION WITH
PAY

An employee on a continuing contract may be suspended with pay or placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension or administrative leave.

SUSPENSION
WITHOUT PAY

See DFCA(LEGAL) for provisions regarding suspension without pay as applied to continuing contract employees.

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

APPLICABILITY	<p>This hearing process applies only if an employee requests a hearing after receiving notice of a proposed decision to:</p> <ol style="list-style-type: none">1. Terminate a continuing contract at any time;2. Terminate a probationary or term contract before the end of the contract period; or3. Suspend without pay. <p>It does not apply to a decision to:</p> <ol style="list-style-type: none">1. Terminate a probationary contract at the end of the contract term; or2. Not renew a term contract, unless the Board has adopted this process for nonrenewals. <p><i>Education Code 21.251</i></p>
REQUEST FOR HEARING	<p>Not later than the 15th day after the date the employee receives notice of one of the proposed contract actions listed above, the employee must file a written request with the Commissioner for a hearing before a hearing examiner. The employee must provide the District with a copy of the request and must provide the Commissioner with a copy of the notice. The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing. <i>Education Code 21.253</i></p>
ASSIGNMENT OF HEARING EXAMINER BY AGREEMENT	<p>The parties may agree to select a hearing examiner from the list maintained by the Commissioner or a person who is not certified to serve as a hearing examiner, provided that person is licensed to practice law in Texas. If the parties agree on a hearing examiner the parties shall, before the date the Commissioner is permitted to assign a hearing examiner, notify the Commissioner in writing of the agreement, including the name of the hearing examiner selected.</p>
BY APPOINTMENT	<p>If the parties do not select a hearing examiner by agreement, the Commissioner shall assign the hearing examiner not earlier than the sixth business day and not later than the tenth business day after the date on which the Commissioner receives the request for a hearing. When a hearing examiner has been assigned, the Commissioner shall notify the parties immediately.</p>
REJECTION	<p>The parties may agree to reject a hearing examiner for any reason and either party is entitled to reject an assigned hearing examiner for cause. A rejection must be in writing and filed with the Commissioner not later than the third day after the date of notification of the hearing examiner's assignment. If the parties agree to reject the hearing examiner or if the Commissioner determines that one</p>

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

	<p>party has good cause for the rejection, the Commissioner shall assign another hearing examiner.</p>
FINALITY OF DECISION	<p>After the employee receives notice of the proposed contract action, the parties may agree in writing that the hearing examiner's decision be final and nonappealable on all or some issues.</p> <p><i>Education Code 21.254</i></p>
POWERS OF HEARING EXAMINER	<p>The hearing examiner may issue subpoenas, administer oaths, rule on motions and the admissibility of evidence, maintain decorum, schedule and recess the proceedings, allow the parties to take depositions or use other means of discovery, and make any other orders as provided by Commissioner rule.</p>
CONDUCT OF HEARING	<p>The hearing and any depositions must be held within the geographical boundaries of the District or at the regional education service center that serves the District.</p> <p><i>Education Code 21.255</i></p>
SCHEDULE RESTRICTION	<p>A hearing before a hearing examiner may not be held on a Saturday, Sunday, or a state or federal holiday, unless all parties agree.</p> <p><i>Education Code 21.257(c)</i></p>
PRIVATE	<p>A hearing before a hearing examiner shall be private unless the employee makes a written request for a public hearing.</p>
EXCEPTION	<p>If necessary to maintain decorum, the hearing examiner may close a hearing that an employee has requested be public.</p>
PROTECTION OF WITNESSES	<p>To protect the privacy of a witness who is a child, the hearing examiner may close the hearing to receive the testimony or order that the testimony be presented by procedures in Article 38.071, Code of Criminal Procedure.</p>
EMPLOYEE RIGHTS	<p>At the hearing, the employee has the right to:</p> <ol style="list-style-type: none">1. Be represented by a representative of the employee's choice;2. Hear the evidence on which the charges are based;3. Cross-examine each adverse witness; and4. Present evidence. <p>The hearing is not subject to the Administrative Procedure Act.</p> <p>The hearing shall be conducted in the same manner as a trial without a jury in state district court. A certified shorthand reporter shall record the hearing.</p>

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

EVIDENCE	<p>The Texas Rules of Civil Evidence shall apply at the hearing. An evaluation or appraisal of the teacher is presumed to be admissible at the hearing. The hearing examiner's findings of fact and conclusions of law shall be presumed to be based only on admissible evidence.</p>
BURDEN OF PROOF	<p>The District has the burden of proof by a preponderance of the evidence at the hearing.</p> <p><i>Education Code 21.256</i></p>
COSTS	<p>The District shall bear the cost of the services of the hearing examiner and certified shorthand reporter and the production of any original hearing transcript. Each party shall bear its costs of discovery, if any, and its attorney's fees. <i>Education Code 21.255(e)</i></p>
RECOMMENDATION	<p>Not later than the 60th day after the date on which the Commissioner receives a request for a hearing before a hearing examiner, the hearing examiner shall complete the hearing and make a written recommendation. The recommendation must include findings of fact and conclusions of law. The recommendation may include a proposal for granting relief, including reinstatement, back pay, or employment benefits. The proposal for relief may not include attorney's fees or other costs associated with the hearing or appeals from the hearing. The hearing examiner shall send a copy of the recommendation to each party, the Board President, and the Commissioner.</p>
WAIVER OF DEADLINE	<p>The parties may agree in writing to extend by not more than 45 days the right to a recommendation by the date specified above.</p> <p><i>Education Code 21.257</i></p>
CONSIDERATION	<p>The Board or a designated subcommittee shall consider the hearing examiner's record and recommendation at the first Board meeting for which notice can be posted in compliance with the open meetings laws. The meeting must be held not later than the 20th day after the date that the Board President receives the hearing examiner's recommendation and record.</p>
ORAL ARGUMENT AND RECORDING	<p>At the meeting, the Board or subcommittee shall allow each party to present an oral argument to the Board or subcommittee. The Board may, by written policy, limit the amount of time for oral argument, provided equal time is allotted each party. A certified shorthand reporter shall record any such oral argument.</p>
LEGAL ADVICE	<p>The Board or subcommittee may obtain advice from an attorney who has not been involved in the proceedings.</p> <p><i>Education Code 21.258, 21.260</i></p>

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

DECISION

Not later than the tenth day after the date on which the meeting to consider the hearing examiner's recommendation is held, the Board or subcommittee shall announce its decision, which must include findings of fact and conclusions of law, and may include a grant of relief.

The Board or subcommittee may adopt, reject, or change the hearing examiner's conclusions of law or proposal for granting relief. The Board may reject or change a finding of fact made by the hearing examiner:

1. Only after reviewing the record of the proceedings; and
2. Only if the finding of fact is not supported by substantial evidence.

The Board or subcommittee shall state in writing the reason for and legal basis for a change or rejection.

RECORDING

A certified shorthand reporter shall record the announcement of the decision. The District shall bear the cost of the reporter's services.

Education Code 21.259, 21.260

RECORD OF
PROCEEDINGS

The Commissioner shall consider the appeal solely on the basis of the local record and may not consider any additional evidence or issue. *Education Code 21.301(c)*

The record of the proceedings before the independent hearing examiner shall include:

1. The transcripts of proceedings at the local level;
2. All evidence admitted;
3. All offers of proof;
4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the recommendation of the independent hearing examiner;
7. The transcript of the oral argument before the Board or Board subcommittee;
8. The decision of the Board or Board subcommittee; and
9. If applicable, the Board or Board subcommittee's written reasons for changing the recommendation of the independent hearing examiner.

19 TAC 157.1072(e)

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LOCAL)

TIME LIMITS FOR
ORAL ARGUMENT

The Board shall consider the hearing examiner's record and recommendation at the first Board meeting for which notice can be posted in compliance with the open meetings laws.

The Board shall allow ten minutes per party for oral argument. Administration shall be offered the opportunity to present argument first and may use a portion of the designated time for rebuttal after the other party has presented argument.

The Board reserves the right to grant additional time in equal amount to both parties, depending on the complexity of the issues and solely at the Board's discretion.

TERMINATION OF CONTRACT
RESIGNATION

DFE
(LEGAL)

RESIGNATION
DEADLINE

An educator employed under a probationary contract for the following school year, or under a term or continuing contract, may relinquish the position and leave District employment at the end of the school year without penalty by filing a written resignation with the Board or the Board's designee not later than the 45th day before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the Board President or the Board's designee at the post office address of the District is considered filed at the time of mailing.

The educator may resign, with the consent of the Board or the Board's designee, at any other time.

ABANDONMENT OF
CONTRACT

On written complaint by the District, the State Board for Educator Certification (SBEC) may impose sanctions against an educator who is employed under a contract for the following school year and who:

1. Resigns;
2. Fails without good cause to comply with the resignation deadline or the provision regarding resignation by consent; and
3. Fails without good cause to perform the contract.

Education Code 21.105, 21.160, 21.210

SBEC shall not pursue sanctions against an educator who is alleged to have abandoned his or her contract unless the Board:

1. Renders a finding that good cause did not exist for the employee's resignation; and
2. Submits a written complaint to SBEC within 30 calendar days after the educator separates from employment.

19 TAC 249.14(f)

NOTICE TO SBEC

In addition to the reporting requirement under Family Code 261.101 [see FFG], the Superintendent must file a report with SBEC not later than the seventh day after the Superintendent first obtains or has knowledge of information indicating that an educator resigned and reasonable evidence supported a recommendation by the Superintendent to terminate the educator because he or she committed one of the acts specified at Education Code 21.006(b).

Before accepting the educator's resignation, the Superintendent shall inform the educator in writing that a report will be filed that may result in sanctions against the employee's certificate.

The Superintendent shall notify the Board prior to filing a report of a resignation with SBEC.

Education Code 21.006(b), (c), (d); 19 TAC 249.14(d) [See DF]

TERMINATION OF CONTRACT
RESIGNATION

DFE
(LOCAL)

GENERAL
REQUIREMENTS

All resignations shall be submitted in writing to the Superintendent. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation or such a notice sent by regular mail, e-mail, fax, hand-delivered or otherwise submitted is deemed to be submitted upon being sent or delivered.

AT-WILL EMPLOYEES

The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.

CONTRACT
EMPLOYEES

The Superintendent or designee shall be authorized to accept the resignation of a contract employee submitted and effective before the start of the school year. If the resignation is submitted after the penalty-free resignation date established by law, acceptance is contingent on finding a suitable replacement.

BEFORE THE
START OF THE
SCHOOL YEAR

DURING THE
SCHOOL YEAR

For a resignation that is effective during the school year after the contract employee has begun duty, the Superintendent or designee shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

AT THE END OF THE
SCHOOL YEAR

The Superintendent or designee shall be authorized to accept a contract employee's resignation if submitted during the school year and effective at the end of the school year.

WITHDRAWAL OF
RESIGNATION

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

TERMINATION OF CONTRACT
REDUCTION IN FORCE

DFF
(LOCAL)

APPLICABILITY

This policy shall apply only to reductions in force of contractual employees when the reduction in force requires the termination of:

1. A contract governed by Chapter 21 of the Education Code in the following circumstances:
 - a. A probationary contract during the contract period;
 - b. A term contract during the contract period or
 - c. A term contract at the end of the contract period.
2. A contract not governed by Chapter 21 of the Education Code during the contract period.

Note: This policy shall not apply to termination at any time of at-will employment [see DCD]; termination of a continuing contract [see DFCA]; termination of a probationary contract at the end of the contract period [see DFAA]; or termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code [see DCE].

DEFINITIONS

Definitions used in this policy are as follows:

1. "Financial exigency" shall mean any event or occurrence that creates a need for the District to reduce financial expenditures for personnel including, but not limited to, a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
2. "Program change" shall mean any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. The term shall include, but not be limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or Districtwide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to particular course offerings, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.
3. "Discharge" shall mean termination of a contract during the contract period.
4. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

TERMINATION OF CONTRACT
REDUCTION IN FORCE

DFF
(LOCAL)

GENERAL GROUNDS	A reduction in force may take place when the Board determines that financial exigency or a program change requires the discharge or nonrenewal of one or more employees in accordance with this policy. Such a determination constitutes sufficient cause for discharge or nonrenewal.
SCOPE OF REDUCTION BOARD DETERMINATION	When a reduction in force is to be implemented, the Superintendent shall make recommendations to the Board and the Board shall determine the employment areas to be affected, on a Districtwide basis rather than by campus. In determining affected employment areas, the Board may combine or coordinate employment areas, as defined below. However, the Board may declare a position to be a unique position and eliminate that position without eliminating any others.
EMPLOYMENT AREAS	<p>A reduction in force may be implemented in one, several, or all employment areas. Employment areas shall be defined as:</p> <ol style="list-style-type: none">1. Elementary grades, departments, or programs;2. Secondary grades, departments, or programs;3. Counseling programs;4. Athletic coordinators;5. High school band directors;6. Diagnosticians;7. Assistant coordinators;8. Coordinators;9. Assistant principals;10. Principals;11. Assistant directors;12. Directors;13. Executive directors;14. Associate superintendents;15. Deputy superintendents;16. Nonteaching professional employees or administrative officers in one or more of the following categories:<ol style="list-style-type: none">a. Accountingb. Accounts payable

TERMINATION OF CONTRACT
REDUCTION IN FORCE

DFF
(LOCAL)

- c. Auxiliary personnel
- d. Budget
- e. Computer technologies
- f. Food services
- g. Information services
- h. Maintenance and operations
- i. Media services
- j. Payroll
- k. Purchasing
- l. Safety and training
- m. School attorney
- n. Health services
- o. Transportation

CRITERIA FOR
DECISION

The Superintendent shall recommend to the Board the discharge or nonrenewal of employees within the affected employment area(s) because of a reduction in force, based on the following criteria. These criteria are listed in order of importance; the Superintendent shall apply them sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force, i.e., if all necessary reductions can be accomplished by applying the certification criterion, it is not necessary to apply the performance criterion, etc.

1. Certification: Appropriate certification, endorsement, and/or highly qualified status for current or projected assignment.
2. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.
3. Performance: Effectiveness as reflected by appraisal records and other written evaluative information.
4. Professional Background: Professional education and work experience related to the current or projected assignment.

CONSIDERATION
FOR AVAILABLE
POSITIONS

Once the Superintendent has identified the appropriate employees in the affected area(s), those employees may apply for other available positions for which they are qualified. An employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedure to be considered for a particular vacancy.

TERMINATION OF CONTRACT
REDUCTION IN FORCE

DFP
(LOCAL)

Up until the date of a hearing requested in accordance with this policy, an employee who applies for an open position must be offered the position if the employee meets the District's objective criteria for that position and is the most qualified internal applicant for the position.

NOTICE AND HEARING After considering the Superintendent's recommendation, the Board shall determine the employees to be proposed for discharge or nonrenewal, as appropriate. The Superintendent shall provide each employee written notice of the proposed action, including a statement of the reason(s) requiring such action and notice that the employee is entitled to a hearing.

NONRENEWAL An employee receiving a notice of proposed nonrenewal may request a hearing in accordance with DFBB.

DISCHARGE An employee receiving notice of proposed discharge during the period of a contract governed by Chapter 21 of the Education Code may request a hearing before an independent hearing examiner in accordance with DFD(LEGAL).

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE(LEGAL).

RIGHTS OF EMPLOYEES SUBJECT TO RIF An employee dismissed pursuant to this policy, if subsequently re-employed by the District, shall be credited with the amount of local personal leave that had accrued at the time of dismissal.

Professional certified employees shall be placed on the substitute list for the remainder of the school year, expressly conditioned on the employee's written request for such placement.

RE-EMPLOYMENT Upon written request, an employee dismissed or nonrenewed pursuant to this policy shall be notified in writing of any subsequent availability of the position, for a period of three calendar years following the effective date of such dismissal or nonrenewal. The notice shall be mailed to the address that was on file for the former employee at the time of dismissal or nonrenewal, unless the District's personnel office has been notified in writing of a change of address. A RIFed employee so notified must respond to the personnel office in writing within ten calendar days of receipt of such notification if the person wishes to be considered for the position. If an employee refuses to interview for a position or fails to accept a position offered, no further notices of job vacancies will be mailed. The employee will thereafter be treated as any other applicant for a vacant position.

TERMINATION OF CONTRACT
REDUCTION IN FORCE

DFP
(LOCAL)

Failure to respond within the ten day period shall constitute rejection of the offer of consideration for re-employment. Any dismissed employee who responds shall be considered for employment.

No employee new to the District shall be hired by the Board until all certified and otherwise qualified employees, dismissed in accordance with this policy and who are eligible under this policy, have been recalled or have declined the opening.

This policy does not create any employment rights or expectancy other than recall under this policy within three years of the time of the termination due to reduction-in-force.

EXCEPTION

This policy shall not apply when the Board determines that an exception is necessary to comply with state or federal laws and/or regulations or to comply with a court order.

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

EMPLOYEE FREE
SPEECH

District employees do not shed their constitutional rights to freedom of speech or expression at the schoolhouse gate.

However, neither an employee nor anyone else has an absolute constitutional right to use all parts of a school building or its immediate environs for unlimited expressive purposes. When a public employee makes statements pursuant to his or her official duties, the employee is not speaking as a citizen for First Amendment purposes, and the Constitution does not insulate the communications from employer discipline.

Garcetti v. Ceballos, 126 S.Ct. 1951 (2006); *Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S. Ct. 733 (1969) [See also GKD]

WHISTLEBLOWER
PROTECTION

The Board or its agents shall not suspend or terminate the employment of, or take other adverse personnel action against, an employee who in good faith reports a violation of law by the District or another public employee to an appropriate law enforcement authority.

A “report” is made to an “appropriate law enforcement authority” if the authority is a part of a state or local governmental entity or the federal government that the employee in good faith believes is authorized to:

1. Regulate under or enforce the law alleged to be violated in the report; or
2. Investigate or prosecute a violation of criminal law.

Gov't Code 554.002

A supervisor who suspends or terminates the employment of or takes an adverse personnel action against an employee for reporting a violation of law shall be subject to civil penalties. *Gov't Code 554.008*

DEFINITIONS

“Employee” means an employee or appointed officer who is paid to perform services for the District. It does not include independent contractors. *Gov't Code 554.001(4)*

“Law” means a state or federal statute, an ordinance of a local governmental entity, or a rule adopted under a statute or ordinance. *Gov't Code 554.001(1)*

A “good faith” belief that a violation of the law occurred means that:

1. The employee believed that the conduct reported was a violation of law; and

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

2. The employee's belief was reasonable in light of the employee's training and experience.

Wichita County v. Hart, 917 S.W.2d 779 (Tex. 1996)

A "good faith" belief that a law enforcement authority is an appropriate one means:

1. The employee believed the governmental entity was authorized to:
 - a. Regulate under or enforce the law alleged to be violated in the report, or
 - b. Investigate or prosecute a violation of criminal law; and
2. The employee's belief was reasonable in light of the employee's training and experience.

Tex. Dept. of Trans. v. Needham, 82 S.W.3d 314 (Tex. 2002)

WHISTLEBLOWER
COMPLAINTS

An employee who alleges a violation of whistleblower protection may sue the District for injunctive relief, actual damages, court costs, and attorneys fees, as well as other relief specified in Government Code 554.003. *Gov't Code 554.003*

INITIATE
GRIEVANCE

Before suing, an employee must initiate action under the District's grievance policy or other applicable policies concerning suspension or termination of employment or adverse personnel action.

The employee must invoke the District's grievance procedure not later than the 90th day after the date on which the alleged suspension, termination, or other adverse employment action occurred or was discovered by the employee through reasonable diligence.

LEGAL ACTION

If the Board does not render a final decision before the 61st day after grievance procedures are initiated, the employee may elect to:

1. Exhaust the District's grievance procedures, in which case the employee must sue not later than the 30th day after the date those procedures are exhausted to obtain relief under Government Code Chapter 554; or
2. Terminate District grievance procedures and sue within the time lines established by Government Code 554.005 and 554.006.

Gov't Code 554.005, 554.006 [See DGBA regarding grievance procedures]

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

NOTICE OF RIGHTS	The Board shall inform its employees of their rights regarding whistleblower protection by posting a sign in a prominent location in the workplace. The design and content of the sign shall be as prescribed by the attorney general. <i>Gov't Code 554.009</i>
PROTECTION FOR REPORTING CHILD ABUSE	The Board or its agents may not suspend or terminate the employment of, or otherwise discriminate against, a professional employee who in good faith: <ol style="list-style-type: none"><li data-bbox="431 597 935 629">1. Reports child abuse or neglect to:<ol style="list-style-type: none"><li data-bbox="498 653 883 685">a. The person's supervisor,<li data-bbox="498 709 1271 778">b. An administrator of the facility where the person is employed,<li data-bbox="498 802 935 834">c. A state regulatory agency, or<li data-bbox="498 858 953 890">d. A law enforcement agency; or<li data-bbox="431 914 1285 1013">2. Initiates or cooperates with an investigation or proceeding by a governmental entity relating to an allegation of child abuse or neglect. <p data-bbox="431 1037 1303 1241">A person whose employment is suspended or terminated or who is otherwise discriminated against in violation of the foregoing may sue for injunctive relief, damages, or both. A District employee who has a cause of action under WHISTLEBLOWER PROTECTION may not bring an action under PROTECTION FOR REPORTING CHILD ABUSE.</p> <p data-bbox="431 1265 711 1297"><i>Family Code 261.110</i></p>
ATTENDANCE COMMITTEE MEMBERSHIP	A member of an attendance committee is not personally liable for any act or omission arising out of duties as a member of an attendance committee. <i>Education Code 25.092(c)</i>
REPORT OF DRUG OFFENSES	A teacher, administrator, or other District employee is not liable in civil damages for reporting to a school administrator or governmental authority, in the exercise of professional judgment within the scope of the teacher's, administrator's, or employee's duties, a student whom the teacher suspects of using, passing, or selling, on school property any of the following substances: <ol style="list-style-type: none"><li data-bbox="431 1677 1285 1746">1. Marijuana or a controlled substance, as defined by the Texas Controlled Substances Act.<li data-bbox="431 1770 1285 1839">2. A dangerous drug, as defined by the Texas Dangerous Drug Act.<li data-bbox="431 1862 1285 1931">3. An abusable glue or aerosol paint, as defined by Health and Safety Code Chapter 485, or a volatile chemical, if the sub-

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

stance is used or sold for the purpose of inhaling its fumes or vapors.

4. An alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code.

Education Code 37.016

REPORT TO LOCAL
LAW ENFORCEMENT

A principal or person designated by the principal is not liable in civil damages for making a good faith report to law enforcement, as required by law, of an activity specified at Education Code 37.015. *Education Code 37.015* [See GRA(LEGAL)]

ADMINISTRATION OF
MEDICATION

The District, the Board, and its employees shall be immune from civil liability for damages or injuries resulting from the administration of medication to a student in accordance with Education Code 22.052. *Education Code 22.052(a), (b)* [See FFAC]

PROTECTION OF
NURSES

The District may not suspend, terminate, or otherwise discipline or discriminate against a nurse who refuses to engage in an act or omission relating to patient care that:

1. Would constitute grounds for reporting the nurse to the Board of Nurse Examiners under Occupations Code Chapter 301, Subchapter I;
2. Constitutes a minor incident, as defined at Occupations Code Section 301.419; or
3. Would violate Occupations Code Chapter 301 or a rule of the Board of Nurse Examiners, if the nurse notifies the District at the time of the refusal that this is the reason for refusing to engage in the act or omission.

Occupations Code 301.352(a)

IMMUNITY FROM
INDIVIDUAL LIABILITY

The statutory immunity detailed below is in addition to and does not preempt the common law doctrine of official and governmental immunity. *Education Code 22.051(b)*

'PROFESSIONAL
EMPLOYEES'

A professional employee of the District is not personally liable for any act that is incident to or within the scope of the duties of the employee's position of employment and that involves the exercise of judgment or discretion, except in circumstances where, in disciplining a student, the employee uses excessive force or his or her negligence results in bodily injury to the student.

"Professional employee of the District" includes a superintendent; principal; teacher, including a substitute teacher or a teacher employed by a company that contracts with the District to provide the teacher's services to the District; a supervisor; social worker; coun-

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

selor; nurse; teacher's aide; a student in an education preparation program participating in a field experience or internship; a DPS-certified school bus driver, and any other person whose employment requires certification and the exercise of discretion.

MOTOR VEHICLE
EXCEPTION

Education Code Section 22.0511 does not apply to the operation, use, or maintenance of any motor vehicle.

Education Code 22.0511(a)–(b), 22.051; Hopkins v. Spring ISD, 756 S.W.2d 617 (Tex. 1987); Barr v. Bernhard, 562 S.W.2d 844 (Tex. 1978)

'INDIVIDUALS'

In addition to the immunity described above [at PROFESSIONAL EMPLOYEES], and under other provisions of state law, an individual is entitled to any immunity and any other protections afforded under the Paul D. Coverdell Teacher Protection Act of 2001 (Coverdell Act). [See TEACHERS, below] Nothing in Education Code 22.0511(c) shall be construed to limit or abridge any immunity or protection afforded an individual under state law. *Education Code 22.0511(c)*

'TEACHERS'
(COVERDELL ACT)

Except as provided in 20 U.S.C. Section 6736(b), no "teacher" in a school shall be liable for harm caused by an act or omission of the teacher on behalf of the school if:

1. The teacher was acting within the scope of the teacher's employment or responsibilities to a school or governmental entity;
2. The actions of the teacher were carried out in conformity with federal, state, and local laws (including rules and regulations) in furtherance of efforts to control, discipline, expel, or suspend a student or maintain order or control in the classroom or school;
3. If appropriate or required, the teacher was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice involved in the state in which the harm occurred, where the activities were or practice was undertaken within the scope of the teacher's responsibilities;
4. The harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the teacher; and
5. The harm was not caused by the teacher's operating a motor vehicle, vessel, aircraft, or other vehicle for which the state requires the operator or the owner of the vehicle, craft, or vessel to:

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

- a. Possess an operator's license; or
- b. Maintain insurance.

"Teacher" means:

1. A teacher, instructor, principal, or administrator;
2. Another educational professional who works in a school;
3. An individual member of a school board (as distinct from the Board); or
4. A professional or nonprofessional employee who works in a school, and:
 - a. In the employee's job, maintains discipline or ensures safety; or
 - b. In an emergency, is called on to maintain discipline or ensure safety.

20 U.S.C. Section 6733, 6736(a)

EMPLOYEE RIGHTS AND PRIVILEGES
FREEDOM OF ASSOCIATION

DGA
(LEGAL)

POLITICAL
PARTICIPATION

The Board or any District employee may not directly or indirectly require or coerce any teacher to refrain from participating in political affairs in his or her community, state, or nation. *Education Code 21.407(b)*

ASSOCIATION
MEMBERSHIP

The Board or any District employee may not directly or indirectly require or coerce any teacher to join any group, club, committee, organization, or association. Education Code Chapter 21 does not abridge the right of an educator to join or refuse to join any professional association or organization. *Education Code 21.407(a), 21.408*

LABOR
ORGANIZATIONS

An individual may not be denied employment by the District because of the individual's membership or nonmembership in a labor organization. *Gov't Code 617.004*

"Labor organization" means any organization in which employees participate that exists, in whole or in part, to deal with one or more employers concerning grievances, labor disputes, wages, hours of employment, or working conditions. *Gov't Code 617.001*

COLLECTIVE
BARGAINING
PROHIBITED

The Board may not enter into a collective bargaining contract with a labor organization regarding wages, hours, or conditions of employment of District employees; nor shall it recognize a labor organization as the bargaining agent for a group of employees. *Gov't Code 617.002*

STRIKES
PROHIBITED

District employees may not strike or engage in an organized work stoppage against the District. However, the right of an individual to cease work shall not be abridged if the individual is not acting in concert with others in an organized work stoppage. *Gov't Code 617.003(a), (c)*

PENALTIES

Any employee who participates in a strike or organized work stoppage shall forfeit all reemployment rights and any other rights, benefits, or privileges he or she enjoys as a result of public employment or former public employment. *Gov't Code 617.003(b)*

EMPLOYEE RIGHTS AND PRIVILEGES
FREEDOM OF ASSOCIATION

DGA
(LOCAL)

An employee's participation in community, political, or employee organization activities shall be entirely voluntary and shall not:

1. Interfere with the employee's performance of assigned duties and responsibilities.
2. Result in any political or social pressure being placed on students, parents, or staff.
3. Involve trading on the employee's position or title with the District.

USE OF DISTRICT
FACILITIES

Organizations representing professional, paraprofessional, or support employees may use District facilities with prior approval of the appropriate administrator. Other groups composed of District employees may use District facilities in accordance with policy GKD.

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

DGB
(LEGAL)

PRIVILEGES TO
EMPLOYEE
ORGANIZATIONS

The District may distinguish among associations on the basis of proportionate membership if it ensures that any distinguishing policies and customs are reasonable and not coercive. *San Antonio Federation of Teachers v. San Antonio Indep. Sch. Dist., Comm. of Ed. Dec. 77-R105 (1980)*

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

DGB
(LOCAL)

RELATIONS WITH
EMPLOYEE
ORGANIZATIONS

Treatment of employee organizations shall be consistent and without favoritism shown toward any organization. Accordingly, the following procedures shall be observed:

1. Employee membership in any organization shall be a matter of free choice.
2. The central and local school administration position shall be neutral, and shall neither encourage or discourage membership in any employee organization.
3. Faculty meetings called and conducted by the principal shall be for school-related matters. An employee organization matter shall not be part of the agenda.
4. Organizational meetings of local building members before or after school hours may be held in school facilities in accordance with policy GKD(LOCAL).
5. Group meetings or individual conferences conducted by any outside representative of any employee organization, for purposes of membership recruitment or any other business matters, shall not be conducted on District premises during school hours, except during the duty-free lunch period. In the event an employee organization representative requests permission to meet with employees, he or she shall check in at the school office upon arrival.
6. The use of District duplicating equipment and consumable supplies by any employee organization is prohibited.
7. Employee organization announcements shall not be made on school equipment.
8. The use of mail delivery facilities by employee organizations will not be permitted.
9. The principal of each school shall designate one bulletin board or other display area in the school for use by employees. Materials that contain endorsements of political candidates or advertising may not be posted.
10. Employees are permitted to place communications in other employees' mail boxes.
11. Information that is inflammatory in nature or designed to injure the reputation of an individual or an organization will not be permitted in school mail boxes or on school bulletin boards. Information that is materially and substantially disruptive to the educational process will not be permitted in school mail

boxes or on school bulletin boards. Punitive action will arise for failure to follow this policy.

12. Employee organizations shall be responsible for the content of information disseminated by that organization.

COMMUNICATION
POLICY

It shall be the purpose of this communication policy to establish an advisory process whereby teachers and professional support staff, as defined below, may provide input to the Superintendent for consideration by the Board as it formulates policy. The communication policy shall in no way infringe upon, limit, or otherwise affect the Board's exclusive power to govern and oversee the management of the schools of the District granted by Texas Education Code 11.051, 11.151.

The communication policy shall be applicable to all teachers and professional support staff of the District, regardless of organizational membership or affiliation.

This policy shall provide an official communication channel, but shall not replace other existing communication policies or procedures officially established in the District. The communication committee shall not consider matters for which other communication channels exist.

DEFINITIONS

The following definitions shall apply:

1. "Communication" shall be defined as advice, counsel, and exchange of information.
2. "Communication committee" shall be defined as the group of representatives elected in accordance with the provisions of this policy.
3. "Teacher" shall be defined as a full-time, certified employee under contract to the District who spends the major position of assignment in classroom instruction.
4. "Professional support staff" shall be defined as full-time, certified employees under contract to the District, excluding para-professionals, classroom teachers, and personnel whose primary duties are supervisory in nature. Professional support staff consists of the following positions: counselors, diagnosticians, librarians, therapists, and registered nurses.
5. "Districtwide impact" shall be defined as affecting a major component of any of the four employee categories represented on the communication committee. [See REPRESENTATION on page 3]

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6. "Item for discussion" shall be defined as a matter formally submitted by a District teacher of professional.
7. "Committee recommendation" shall be defined as an item for discussion that has been formally approved by the communication committee for submission to the Superintendent.

SCOPE

The scope of the communication policy shall be limited to wages, salaries, hours of work, benefits (excluding matters pertaining to insurance or tax-sheltered annuities), and conditions of work of Districtwide impact to teachers or professional support staff.

Final determination shall be made by the Superintendent in cases of dispute over whether or not a particular committee recommendation is within the scope of the communication committee.

REPRESENTATION

The number of elected representatives on the communication committee shall be no more than 13, allocated according to the following four employee representative categories:

EMPLOYEE
REPRESENTATIVE
CATEGORIES

1. Senior high school teachers.
2. Junior high school teachers.
3. Elementary school teachers.
4. Professional support staff.

Teacher representation shall be allocated for senior high, junior high, and elementary schools in approximately equal proportion to the number of teachers at each of those levels.

Present allocation of representatives is as follows:

1. Teachers - 12 representatives.
 - a. Senior high school level (grades 10-12) - three representatives.
 - b. Junior high school level (grades 7-9) - three representatives.
 - c. Elementary school level (grades K-6) - six representatives
2. Professional support staff - one representative.

ADMINISTRATIVE
REPRESENTATIVE

The Superintendent will designate a representative to serve as a nonvoting member of the communication committee for a one-year period. The representative will provide information to the committee and, at the will of the committee, will carry concerns to the Superintendent or appropriate designee. This will in no way limit the

	<p>communication committee from carrying concerns to the administration through subcommittees of the communication committee.</p>
ELECTIONS ELIGIBILITY	<p>All teachers and professional support staff, as defined in this policy, shall be eligible to vote in communication committee elections. Only those teachers and professional support staff having completed at least their third consecutive year of service with the District at the time of the election may file as candidates for election to the communication committee.</p>
SUPERVISION	<p>Communication committee elections shall be supervised by the members of the communication committee.</p>
ELECTION CALENDAR	<p>An election calendar shall be developed and distributed by the communication committee each year no later than September 1. The election shall be held on a specified date to be indicated on the election calendar. The election shall be completed and results published by the communication committee no later than the October meeting.</p>
FILING FOR CANDIDACY	<p>Standard filing forms shall be developed by the communication committee for use in committee elections. The forms shall be in triplicate, with one copy to be forwarded to the communication committee, one copy retained by the principal or person verifying filing, and one copy retained by the candidate. Spaces shall be designated on the forms for the following information;</p> <ol style="list-style-type: none">1. Candidate's name.2. Candidate's campus.3. Candidate's signature.4. Verification of filing by the principal or by an employee who has completed at least three consecutive years of service with the District. It shall be the responsibility of the committee chairperson to verify that the employee has three consecutive years of service. This may be done through the personnel department.5. Date submitted.6. Brief biographical sketch of the candidate. <p>Filing forms shall be posted centrally as information items on each campus and shall be available to eligible employees in the principal's office during regular school hours.</p> <p>Eligible employees may file for candidacy only within the employee representative category to which they belong. [See REPRESENTATION on page 3] Filing for candidacy shall be limited to a period</p>

of five school days to be designated each year on the election calendar. All information requested on the filing form must be provided.

Immediately following the designated filing period, the communication committee shall publish a complete list of candidates for each employee representative category. Candidates shall be listed alphabetically by last name. The name of the candidate's school and the biographical sketch from the filing form shall appear with the name of the candidate.

CAMPAIGNING

Candidates will be allowed to use school mail for distribution of one sheet (8-1/2" x 11") consisting of personal information and views on issues. Reference to other candidates shall be prohibited. Oral campaigning during nonteaching times, as any other discussion during these times, will be permitted.

ELECTION
PROCEDURES

An employee may vote only in his or her designated employee representative category, and may cast only one vote per vacancy in that category. Write-in voting shall not be permitted. Any deviation from these provisions will result in a voided ballot.

Provisions shall be made for absentee voting. Runoff elections shall be held only when needed to break tie votes. Election results shall be determined by plurality vote.

BALLOTING

Communication committee elections shall be by secret ballot. Separate ballots shall be prepared and color-coded by the communication committee for each employee representative category. [See REPRESENTATION on page 3] Candidates shall be listed on the ballot in alphabetical order by the last name, along with the name of the candidate's school.

Voting for teachers shall take place during regular school hours at a designated place on each campus. Professional support staff with an assigned home school shall vote at that school. Professional support staff without an assigned home school shall vote during regular hours at the administration building. The building principal or designee shall be in charge of the voting process at his or her campus. The administration's designee shall be in charge of the voting process at the administration building.

TERM OF OFFICE

Communication committee members shall serve staggered two-year terms of office extending from the first meeting in October to the last meeting in September. No one shall serve more than two consecutive years on the communication committee except a person filing a term of one year or less. A person filing a term of one year or less will be eligible for re-election to the next two-year term. A former communication committee member not meeting the

above exception may seek election to another term of office after a lapse of four years.

VACANCIES

Vacancies on the communication committee may be declared whenever an elected member of the committee:

1. Leaves employment in the District due to retirement, resignation, or termination; or
2. No longer qualifies under the terms and definitions of this policy; or
3. Changes positions from one employee representative category to another or
4. Voluntarily resigns from the committee; or
5. Is absent from three regularly scheduled meetings of the committee during any one school year. Extenuating circumstances may be considered by the committee.

A vacancy shall not be declared if a committee member is transferred to another school but remains with the same employee representative category.

Vacancies on the communication committee may be filled by special elections unless the vacated position is that of the committee member representing the professional support staff. In such event, the communication committee shall appoint a professional support staff to fill the vacated position until the next regular election. Professional support staff members so appointed shall be eligible for election to a regular term of office on the communication committee.

INCOMPLETE SLATE

An incomplete slate of candidates occurs when there are not enough candidates to fill the open positions in any one category. A formal vote will not be required on any incomplete slate or in any uncontested race in any category: candidates will be declared automatic winners. With a two-thirds vote of the committee and approval by the Superintendent, a special election may be held to fill the vacant positions on the committee.

SPECIAL ELECTIONS

The date for a special election shall be set at the meeting when the vacancy is declared. The special election must be completed within 30 days of the declared vacancy, and shall be held in accordance with the procedures established in this policy for regular elections.

Committee members elected to fill vacancies shall assume office as soon as the election results have been officially tabulated.

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OFFICERS	At the first regular meeting of each school year, the communication committee shall elect a chairperson, vice chairperson, and secretary/treasurer. The chairperson shall be a voting member of the committee. In the absence of the chairperson, the vice-chairperson shall assume the duties and functions of the chairperson. If an officer, including the chairperson, vacates his or her position, the committee shall hold a special election to fill that office from within the committee.
MEETINGS	Regular meetings of the communication committee shall be held on school days once a month during the school year (September - May). A time after noon and the date shall be set by the communication committee. The District shall provide a half-day substitute for committee members when meetings are before the close of the school day. Arrangements for meeting facilities shall be made by the committee chairperson through the office of the administrative designee.
SPECIAL MEETINGS	Special meetings of the communication committee shall be called by the committee chairperson upon authorization of a simple majority of total committee membership. Special meetings shall be scheduled so as not to interfere with class schedules. Notification of the date, time, place, and subject matter for all special meetings shall be made to committee members and the Superintendent at least two days prior to the meeting.
FIRST MEETING OF THE YEAR	<p>The first regular meeting of the communication committee each year shall be held on the Thursday after the first October Board meeting. A calendar of regular meetings for the remainder of the school year shall be established by the committee at that time.</p> <p>The committee chairperson from the previous school year shall be responsible for preparing and distributing the agenda for the first meeting of the school year and shall preside at that meeting through election of new officers, which shall be the first item of business on the agenda. If the chairperson from the previous year is no longer an elected member of the committee, he or she shall not be entitled to vote in the election of new officers.</p>
AGENDA	It shall be the responsibility of the committee chairperson to prepare an agenda stating the date, time, place, and subject matter of each meeting of the committee. Agendas shall be distributed to each building principal for immediate posting and to each committee member, the Superintendent, and his or her designees at least one week prior to regular meetings.
QUORUM	A quorum shall consist of two-thirds of the total committee membership. Meetings shall not be called to order in the absence of a quorum.

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SUMMARIES	General summaries of communication committee meetings reflecting the items under consideration and decisions taken by the committee shall be prepared and distributed to each professional employee as soon as practicable after the meeting.
COMMITTEE PROCEDURES	Items for discussions may be submitted by any teacher or professional support staff member, as defined in this policy, to the committee chairperson or member for anonymous placement on the next available agenda for a regular meeting. Such items must be in writing and signed by the person(s) submitting the item.
ORIGINATION OF ITEMS	
CONSIDERATION OF ITEMS	Meetings of the committee shall be conducted in accordance with the agenda for that meeting. Items not appearing on the agenda may not be introduced for consideration by the committee at that meeting. Committee meetings shall be closed to observers unless specified as an open meeting in the notification and/or agenda for that meeting. Decisions to open committee meetings to observe shall require a two-thirds majority vote of total committee membership at the previous meeting. Only teachers and professional support staff, as defined in this policy, may attend open meetings as observers. The committee may invite any employee of the District to speak to items under discussion by the committee in either open or closed meetings. Such invitations shall be issued by the committee chairperson upon two-thirds majority vote of total committee membership. The committee may request from the administration data pertinent to items under discussion. Such request shall be made by the committee chairperson upon two-thirds vote of committee members present.
DISPOSITION OF ITEMS	The committee shall begin deliberation of all items for discussion by determining whether or not the item falls within the scope permitted by this policy. Committee determination of scope shall be made by two-thirds majority vote of total committee membership. Items failing to receive a two-third majority vote shall receive no further consideration, and the originating employee(s) shall be so notified. The committee may request a preliminary ruling on scope from the Superintendent on any item for discussion. Deliberation of an item for discussion may be brought to a close only by two-thirds majority vote of committee members present. Committee approval of an item for discussion shall require a two-thirds majority vote of total committee membership. Failure of an item to receive a two-thirds majority vote shall constitute disap-

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proval, and the time shall not be reconsidered by the committee for the remainder of the school year.

Items approved by committee vote shall be submitted in writing as committee recommendations to the Superintendent by the committee chairperson within seven school days. Each recommendation shall carry a descriptive title and the date of committee approval. Dissenting members of the committee may submit a minority position in writing to the committee chairperson for referral to the Superintendent at the same time as the committee recommendation.

DISPOSITION BY THE
SUPERINTENDENT

The Superintendent shall make the final determination of whether or not a recommendation from the communication committee falls within the scope permitted by this policy. Recommendations determined not to be within the scope shall receive no further consideration and the communication committee shall be so notified in writing.

Recommendations determined by the Superintendent to be within scope shall be forwarded by the Superintendent to the Board and placed on the agenda as discussion items at the earliest appropriate Board meeting.

At the Board meeting, the Superintendent shall present the committee's recommendation to the Board and shall apprise the Board of his or her position with respect to that recommendation. The Board shall provide an opportunity for a designated spokesperson from the communication committee to speak on behalf of the recommendation. The designated spokesperson shall notify the Superintendent prior to the Board meeting of his or her intention to address the Board in support of the recommendation. A spokesperson and an alternate spokesperson shall be elected by the communication committee from within its membership by simple majority vote of members present at the meeting when the recommendation was approved by the committee.

COSTS

Appropriate costs for the functioning of the communication committee, including elections, shall be borne by the District up to a dollar amount to be budgeted annually by the Board. Such costs shall include paper, typing, printing, and duplicating.

PROCEDURE

Any teacher or professional support staff members may obtain communication committee agenda item request forms from the school office. This form may be completed and submitted to any committee member requesting discussion of a specific item.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LEGAL)

UNITED STATES
CONSTITUTION

The District shall take no action abridging the freedom of speech or the right of the people to petition the Board for redress of grievances. *U.S. Const. Amend. I, XIV*

The Board may confine its meetings to specified subject matter and may hold nonpublic sessions to transact business. But when the Board sits in public meetings to conduct public business and hear the views of citizens, it may not discriminate between speakers on the basis of the content of their speech or the message it conveys. *Rosenberger v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 828 (1995); *City of Madison v. Wis. Emp. Rel. Comm'n*, 429 U.S. 167, 174 (1976); *Pickering v. Bd. of Educ.*, 391 U.S. 563, 568 (1968) [See DG]

TEXAS CONSTITUTION

Employees shall have the right, in a peaceable manner, to assemble together for their common good and to apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance. *Tex. Const. Art. I, Sec. 27*

There is no requirement that the Board negotiate or even respond to complaints. However, the Board must stop, look, and listen and must consider the petition, address, or remonstrance. *Professional Association of College Educators v. El Paso County Community [College] District*, 678 S.W.2d 94 (Tex. App.—El Paso 1984, writ ref'd n.r.e.)

FEDERAL LAWS
SECTION 504

A district that receives federal financial assistance, directly or indirectly, and that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973. *34 CFR 104.7(b), 104.11*

AMERICANS WITH
DISABILITIES ACT

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Code of Federal Regulations, Title 28, Part 35 (Americans with Disabilities Act regulations). *28 CFR 35.107, 35.140*

TITLE IX

A district that receives federal financial assistance, directly or indirectly, shall adopt and publish grievance procedures providing for prompt and equitable resolution of employee complaints alleging any action prohibited by Title IX of the Education Amendments of 1972. *34 CFR 106.8(b); North Haven Board of Education v. Bell*, 456 U.S. 512 (1982)

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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GRIEVANCES CONCERNING WAGES, HOURS, CONDITIONS OF WORK	<p>The prohibition against collective bargaining and strikes [see DGA] does not impair the right of employees to present grievances concerning their wages, hours of employment, or conditions of work, either individually or through a representative that does not claim the right to strike. <i>Gov't Code 617.005</i></p> <p>The term "conditions of work" should be construed broadly to include any area of wages, hours or conditions of employment, and any other matter that is appropriate for communications from employees to employer concerning an aspect of their relationship. <i>Atty. Gen. Op. JM-177 (1984); Corpus Christi Fed. of Teachers v. Corpus Christi ISD, 572 S.W.2d 663 (Tex. 1978)</i></p>
GROUP GRIEVANCES	<p>The statute protects grievances presented individually or individual grievances presented collectively. <i>Lubbock Prof'l Firefighters v. City of Lubbock, 742 S.W.2d 413 (Tex. App.—Amarillo, writ ref'd n.r.e. 1987)</i></p>
REPRESENTATIVE	<p>The District cannot deny an employee's representative, including an attorney, the right to represent the employee at any stage of the grievance procedure, so long as the employee designates the representative and the representative does not claim the right to strike. <i>Lubbock Prof'l Firefighters v. City of Lubbock, 742 S.W.2d 413 (Tex. App.—Amarillo, writ ref'd n.r.e. 1987); Sayre v. Mullins, 681 S.W.2d 25 (Tex. 1984)</i></p>
RESPONSE TO GRIEVANCE	<p>The District should meet with employees or their designated representatives at reasonable times and places to hear grievances concerning wages, hours of work, and conditions of work. The right to present grievances is satisfied if employees have access to those in a position of authority to air their grievances. However, that authority is under no legal compulsion to take action to rectify the matter. <i>Atty. Gen. Op. H-422 (1974); Corpus Christi ISD v. Padilla, 709 S.W.2d 700 (Tex. App.—Corpus Christi, 1986, no writ)</i></p>
GRIEVANCES CONCERNING FINALITY OF GRADES	<p>An examination or course grade issued by a classroom teacher is final and may not be changed unless the grade is arbitrary, erroneous, or not consistent with the District's grading policy applicable to the grade, as determined by the Board of the District in which the teacher is employed.</p> <p>The Board's determination is not subject to appeal.</p> <p><i>Education Code 28.0214</i></p>
OPEN MEETINGS ACT	<p>The Board is not required to conduct an open meeting to hear a complaint or charge against an employee. However, the Board may not conduct a closed meeting if the employee who is the subject of the hearing requests a public hearing. <i>Gov't Code 551.074</i> [See BEC]</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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(LEGAL)

CLOSED MEETING	The Board may conduct a closed meeting on an employee complaint to the extent required or provided by law. [See BEC]
DISRUPTION	It is a criminal offense for a person, with intent to prevent or disrupt a lawful meeting, to substantially obstruct or interfere with the ordinary conduct of a meeting by physical action or verbal utterance and thereby curtail the exercise of others' First Amendment rights. <i>Penal Code 42.05; Morehead v. State, 807 S.W. 2d 577 (Tex. Cr. App. 1991)</i>
RECORD OF PROCEEDINGS	<p>An appeal of the Board's decision to the Commissioner of Education shall be decided based on a review of the record developed at the District level. "Record" includes, at a minimum, an audible electronic recording or written transcript of all oral testimony or argument. <i>Education Code 7.057(c), (f)</i></p> <p>It is the District's responsibility to make and preserve the records of the proceedings before the Board. If the District fails to create and preserve the record without good cause, all substantial evidence issues that require missing portions of the record for resolution shall be deemed against the District. The record shall include:</p> <ol style="list-style-type: none">1. A tape recording or a transcript of the hearing at the local level. If a tape recording is used:<ol style="list-style-type: none">a. The tape recording must be complete, audible, and clear; andb. Each speaker must be clearly identified.2. All evidence admitted;3. All offers of proof;4. All written pleadings, motions, and intermediate rulings;5. A description of matters officially noticed;6. If applicable, the decision of the hearing examiner;7. A tape recording or transcript of the oral argument before the Board; and8. The decision of the Board. <p><i>19 TAC 157.1073(d)</i></p>
WHISTLEBLOWER COMPLAINTS	Before bringing suit, an employee who seeks relief under Government Code Chapter 554 (whistleblowers) must initiate action under the District's grievance or appeal procedures relating to suspension or termination of employment or adverse personnel action. <i>Gov't Code 554.005</i> [See DG]

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

GUIDING PRINCIPLES	The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.
INFORMAL PROCESS	Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.
FORMAL PROCESS	<p>If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
FREEDOM FROM RETALIATION	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint. [See DG]
NOTICE TO EMPLOYEES	The principal of each campus and other supervisory personnel shall inform employees of this policy.
SPECIFIC COMPLAINTS	<p>For more information on how to proceed with complaints regarding:</p> <ol style="list-style-type: none">1. Alleged discrimination, including violations of Title IX or Section 504, see DAA.2. Instructional materials, see EFA.3. A commissioned peace officer who is an employee of the District, see CKE.
OTHER REVIEW PROCESSES	<p>Complaints alleging certain forms of harassment shall be processed in accordance with DIA.</p> <p>Complaints arising from any of the following must be addressed through the local and statutory processes indicated below:</p> <ol style="list-style-type: none">1. The proposed nonrenewal of a term contract issued under Chapter 21 of the Texas Education Code, in accordance with DFBB.2. The proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Texas Education Code during

the contract term, in accordance with DFAA, DFBA, or DFCA, respectively.

This policy shall apply to all other employee complaints.

DEFINITIONS

For purposes of this policy, terms are defined as follows:

COMPLAINT /
GRIEVANCE

The terms "complaint" and "grievance" shall have the same meaning. A complaint under this policy may include:

1. Grievances concerning an employee's wages, hours, or conditions of work;
2. Specific allegations of unlawful discrimination in employment based on the employee's sex, race, religion, national origin, age, or disability;
3. Specific allegations of unlawful discrimination or retaliation based on the employee's exercise of legally protected rights; or
4. Specific allegations of adverse personnel action based on the employee's good faith report to an appropriate law enforcement authority of a violation of a law by the District or a District employee, i.e., "whistleblower complaints." [See DG]
5. Complaints arising from the dismissal or termination of an at-will employee. [See DCD]
6. Complaints arising from the termination at end of year of the probationary contract of a professional employee. [See DFAB]

FILING

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on the deadline and received by the employee or designated representative no more than three days after the response deadline.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

DAYS	<p>“Days” shall mean District business days. In calculating time lines under this policy, the day a document is filed is “day zero,” and all deadlines shall be determined by counting the following day as “day one.”</p>
REPRESENTATIVE	<p>“Representative” means any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel.</p>
WHISTLEBLOWER COMPLAINTS	<p>Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with LEVEL TWO, below. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint. [See DG]</p>
GENERAL PROVISIONS	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
COSTS INCURRED	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
COMPLAINT FORM	<p>Complaints under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have cop-</p>

ies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted unless the employee did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the requested information if the refile is within the designated time for filing a complaint.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall hold a conference with the employee within ten days after receipt of the written complaint.

The administrator shall have ten days following the conference to provide the employee a written response.

LEVEL TWO

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days after receipt of a response or, if no response was received, within ten days of the response deadline at Level One.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. At the conference, the Super-

intendent or designee shall consider only the issues and documents presented at Level One and identified in the Level Two appeal notice. The Superintendent or designee shall have ten days following the conference to provide the employee a written response.

LEVEL THREE

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days after receipt of a response or, if no response was received, within ten days of the response deadline at Level Two.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board with copies of the complaint form, all responses, all appeal notices, and all written documentation previously submitted by the employee or the administration. The Board shall consider only those issues and documents presented at the preceding levels and identified in the appeal notice.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board fails to reach a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(EXHIBIT)

The following exhibits deal with employee complaints:

Exhibit A: Employee Complaint Form —1 page

Exhibit B: Complaints: Notice of Appeal —1 page

Exhibit C: Complaints: Notice of Appeal to the Board —1 page

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EXHIBIT A

EMPLOYEE COMPLAINT FORM

Any employee who wishes to file a complaint must fill out this form completely and turn it in to the employee's principal and immediate supervisor. All complaints will be processed in accordance with DGBA(LEGAL) and (LOCAL).

1. NAME _____
2. POSITION/CAMPUS _____
3. PLEASE STATE DATE OF THE EVENT OR SERIES OF EVENTS CAUSING THE COMPLAINT

4. PLEASE STATE YOUR COMPLAINT INCLUDING THE INDIVIDUAL HARM ALLEGED

5. PLEASE STATE SPECIFIC FACTS OF WHICH YOU ARE AWARE TO SUPPORT YOUR COMPLAINT (LIST IN DETAIL)

6. PLEASE STATE RELIEF SOUGHT

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EXHIBIT B

COMPLAINTS: NOTICE OF APPEAL

This form must be filled out completely by an employee appealing a complaint decision to the next level in accordance with the District's policy DGBA.

1. NAME _____
2. POSITION/CAMPUS _____
3. NAME OF ADMINISTRATOR WHOSE COMPLAINT DECISION YOU ARE APPEALING

4. ARE YOU APPEALING A DECISION AT LEVEL ONE? _____
5. DATE OF COMPLAINT CONFERENCE YOU ARE APPEALING _____
6. IF YOU WILL BE REPRESENTED IN PURSUING YOUR COMPLAINT, PLEASE IDENTIFY THAT INDIVIDUAL OR ORGANIZATION
NAME _____
ADDRESS _____

TELEPHONE _____
7. ATTACH COPY OF ORIGINAL COMPLAINT.
8. ATTACH COPY OF COMPLAINT DECISION BEING APPEALED.

SIGNATURE _____

DATE SUBMITTED _____

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EXHIBIT C

COMPLAINTS: NOTICE OF APPEAL TO THE BOARD

This form must be filled out completely by an employee appealing a complaint decision to the Board in accordance with the District's policy DGBA.

1. NAME _____
2. POSITION/CAMPUS _____
3. DATE OF THE COMPLAINT CONFERENCE YOU ARE APPEALING _____
4. IF YOU WILL BE REPRESENTED IN PURSUING YOUR COMPLAINT, PLEASE IDENTIFY THAT INDIVIDUAL OR ORGANIZATION
NAME _____
ADDRESS _____

TELEPHONE _____
5. ATTACH COPY OF ORIGINAL COMPLAINT AND ALL COMPLAINT DECISIONS.

SIGNATURE _____

DATE SUBMITTED _____

EMPLOYEE STANDARDS OF CONDUCT

DH
(LEGAL)

EDUCATOR ETHICS	<p>Educators shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom.</p> <p>The State Board for Educator Certification (SBEC) shall provide for the adoption, amendment, and enforcement of an educator's code of ethics [see DH(EXHIBIT)]. SBEC is solely responsible for enforcing the ethics code for purposes related to certification disciplinary proceedings.</p> <p><i>Education Code 21.041(8); 19 TAC 247.1, 247.2</i></p>
REPORT TO SBEC OF EDUCATOR MISCONDUCT	<p>The Superintendent shall promptly notify SBEC in writing by filing a report with SBEC not later than the seventh day after the Superintendent first learns about a criminal record or an alleged incident of misconduct, as described at DF, involving a certified educator.</p> <p><i>Education Code 21.006; 19 TAC 249.14</i></p>
PUBLIC SERVANTS	<p>All District employees are "public servants" and therefore subject to Title VIII of the Penal Code, regarding offenses against public administration, including restrictions on the acceptance of illegal gifts, honoraria and expenses, and abuse of office. <i>Penal Code 1.07(41), Title VIII</i> [See DBD and BBFA]</p>
TOBACCO USE PROHIBITED	<p>The Board shall prohibit smoking or using tobacco products at a school-related or school-sanctioned activity on or off school property.</p>
ENFORCEMENT	<p>The Board shall ensure that District personnel enforce the policies on school property.</p> <p><i>Education Code 38.006(1)(3)</i> [See also FNCD and GKA]</p>
DRUG AND ALCOHOL ABUSE PROGRAM	<p>The Board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property.</p> <p><i>Education Code 38.007(a)</i></p> <p>A district that receives a federal grant must agree to provide a drug-free workplace by:</p> <ol style="list-style-type: none">1. Publishing a statement notifying employees of the requirements of the federal Drug-Free Workplace Act (DFWA) and requiring that each employee be given a copy of the statement [see DI(EXHIBIT)];2. Establishing a drug-free awareness program for employees pursuant to the DFWA;

EMPLOYEE STANDARDS OF CONDUCT

DH
(LEGAL)

3. Notifying the granting agency within ten days after receiving notice that an employee has been convicted under a criminal drug statute;
4. Imposing a sanction on an employee who is convicted of such a violation; and
5. Making a good faith effort to continue to maintain a drug-free workplace.

41 U.S.C. 702(a)(1); 49 CFR pt. 32

A district that has 15 or more employees shall adopt a policy for elimination of drug abuse and must provide their employees with a copy of the policy on or before the first day of employment. Districts that comply with the DFWA must amend their policies to include alcoholic beverages. *28 TAC 169.1, 169.2*

DIETARY
SUPPLEMENTS

Except as provided at Education Code 38.011(b), a District employee may not:

1. Knowingly sell, market, or distribute a dietary supplement that contains performance-enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's duties; or
2. Knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance-enhancing compounds by a primary or secondary student with whom the employee has contact as part of the employee's duties.

An employee who violates items 1 or 2, above, commits a Class C misdemeanor offense.

Education Code 38.011

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

All District employees shall perform their duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]

All District employees shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

Employees wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

VIOLATIONS OF
STANDARDS OF
CONDUCT

Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

SAFETY
REQUIREMENTS

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR
ABUSE

Employees shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees, as defined at DIA.
2. Students, as defined at FFH. [See FFG regarding child abuse and neglect]

While acting in the course of their employment, employees shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

RELATIONSHIPS WITH
STUDENTS

Employees shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

TOBACCO PRODUCTS
ON SCHOOL
PREMISES

The District prohibits the use of tobacco products by any person while on school premises or on other property under the jurisdiction of the District. "Property" includes District vehicles. [See also GKA]

ALCOHOL AND DRUGS

Employees shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.

EXCEPTIONS

An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee’s personal use shall not be considered to have violated this policy.

NOTICE

Each employee shall be given a copy of the District’s notice regarding drug-free schools. [See DI(EXHIBIT)]

A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

ARRESTS AND
CONVICTIONS

An employee who is arrested for any felony or any offense involving moral turpitude shall report the arrest to the principal or immediate supervisor within three calendar days of the arrest. An employee who is convicted of or receives deferred adjudication for such an offense shall also report that event to the principal or immediate supervisor within three calendar days of the event.

MORAL TURPITUDE

Moral turpitude includes but is not limited to:

1. Dishonesty; fraud; deceit; theft; misrepresentation;
2. Deliberate violence;
3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

any two or more acts are committed within any 12-month period; or

6. Acts constituting abuse under the Texas Family Code.

DRESS AND
GROOMING

The dress and grooming of District employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent.

CODE OF ETHICS AND STANDARD PRACTICES
FOR TEXAS EDUCATORS

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

1. Professional Ethical Conduct, Practices, and Performance.

Standard 1.1. The educator shall not knowingly engage in deceptive practices regarding official policies of the school district or educational institution.

Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.

Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other applicable state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

2. Ethical Conduct Toward Professional Colleagues.

Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.

EMPLOYEE STANDARDS OF CONDUCT

DH
(EXHIBIT)

Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, sex, disability, or family status.

Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC under this chapter.

3. Ethical Conduct Toward Students.

Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2. The educator shall not knowingly treat a student in a manner that adversely affects the student's learning, physical health, mental health, or safety.

Standard 3.3. The educator shall not deliberately or knowingly misrepresent facts regarding a student.

Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, sex, disability, national origin, religion, or family status.

Standard 3.5. The educator shall not engage in physical mistreatment of a student.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any student or knowingly allow any student to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

19 TAC 247.2

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LEGAL)

SEARCHES—
GENERAL RULE

Citizens, including District employees, have a right to be free from unreasonable searches and seizures. *U.S. Const. Fourth Amendment; Tex. Const. Art. I, Sec. 9*

The District may search an employee or an employee's property if:

1. There are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct; and
2. The search is reasonably related in scope to the circumstances that justified the interference in the first place.

O'Connor v. Ortega, 480 U.S. 709 (1987); New Jersey v. T.L.O., 469 U.S. 325 (1985)

In addition, the District may search an employee's workplace for noninvestigatory, work-related purposes, or if there are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct. *O'Connor v. Ortega, 480 U.S. 709 (1987)*

DRUG / ALCOHOL
TESTING

Blood, urine, and breath tests of public employees to determine drug use are searches under the Fourth Amendment of the U.S. Constitution. *Skinner v. Railway Labor Executives Ass'n, 489 U.S. 602 (1989)*

RANDOM DRUG
TESTING

The District may conduct drug tests, without a warrant and without individualized suspicion, when the test serves special governmental needs that outweigh the individual's privacy expectation. *Skinner v. Railway Labor Executives Ass'n, 489 U.S. 602 (1989); National Treasury Employees Union v. Von Raab, 489 U.S. 656 (1989)*

SAFETY-
SENSITIVE
POSITIONS

Random alcohol and drug testing of employees in "safety-sensitive" positions may be permissible when the intrusiveness of the search is minimal and the Board is able to demonstrate that the drug-testing program furthers its interest in ensuring the physical safety of students. "Safety-sensitive" positions include those that involve the handling of potentially dangerous equipment or hazardous substances in an environment including a large number of children. *Aubrey v. School Board of LaFayette Parish, 148 F.3d 559 (5th Cir. 1998)*

Note: The following testing requirements apply to every employee of the District who operates a commercial motor vehicle and is subject to commercial driver's license requirements in accordance with federal regulations.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LEGAL)

TESTING OF DRIVERS	<p>The District shall conduct testing, in accordance with federal regulations, of commercial motor vehicle operators for use of alcohol or a controlled substance that violates law or federal regulation. <i>49 U.S.C. 2717; 49 CFR Part 382</i></p>
COMMERCIAL MOTOR VEHICLE DEFINED	<p>A commercial motor vehicle is defined as a motor vehicle used to transport passengers or property that:</p> <ol style="list-style-type: none">1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or2. Has a gross vehicle weight rating of 26,001 or more pounds; or3. Is designed to transport 16 or more passengers, including the driver. <p><i>49 CFR 382.107</i></p>
TESTING PROCEDURES	<p>The District shall ensure that all alcohol or controlled substances testing conducted under 49 CFR Part 382 complies with the procedures set forth in 49 CFR Part 40. <i>49 CFR 382.105</i></p>
TESTS REQUIRED	<p>Required testing includes pre-employment, postaccident, random, reasonable suspicion, return-to-duty, and follow-up testing. No driver shall refuse to submit to a postaccident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a return-to-duty or follow-up alcohol or controlled substances test. The District shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions. <i>49 CFR 382.211, 382.309</i></p>
EDUCATIONAL MATERIALS	<p>The District shall provide educational materials that explain the federal requirements and the District's policies and procedures with respect to meeting these requirements and shall ensure that a copy of these materials is distributed to each driver before the start of alcohol and controlled substances testing under this policy and to each driver subsequently hired or transferred into a position that requires driving a commercial motor vehicle. Written notice to representatives of employee organizations of the availability of this information shall also be provided. The materials shall include detailed discussion of at least the items listed at 49 CFR 382.601. <i>49 CFR 382.601</i></p>
REPORTS	<p>A district required by federal safety regulations to conduct alcohol and drug testing of an employee who holds a commercial driver's license shall report the following information to the Department of Public Safety:</p>

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LEGAL)

1. A valid positive result on an alcohol or drug test.
“Valid positive result” means an alcohol concentration of 0.04 or greater on an alcohol confirmation test, or a result at or above the cutoff concentration levels listed in 49 CFR 40.87 on a confirmation drug test.
2. A refusal to provide a specimen for an alcohol or drug test.
3. An adulterated specimen, diluted specimen, or substituted specimen, as defined at 49 CFR 40.3, on an alcohol or drug test.

For purposes of this requirement, the term “employee” includes applicants for employment subject to preemployment testing.

Trans. Code 644.251–.252

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

REASONABLE
SUSPICION
SEARCHES

The District reserves the right to conduct searches when the District has reasonable cause to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(EXHIBIT)

POSTACCIDENT TESTING

This table depicts the circumstances under which an employer is required to perform a postaccident alcohol or controlled substances test, in accordance with 49 CFR 382.303(a).

Types of accidents involved	Citation issued to the CMV driver	Test must be performed by the employer
Human fatality	YES	YES
	NO	YES
Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

EMPLOYEE WELFARE

DI
(LEGAL)

HAZARD COMMUNICATION ACT	The District shall perform the following duties in compliance with the Hazard Communication Act:
NOTICE	1. Post and maintain the notice promulgated by the Texas Department of State Health Services (TDSHS) in the workplace. <i>Health and Safety Code 502.017(a)</i>
EDUCATION AND TRAINING	2. Provide an education and training program for employees using or handling hazardous chemicals. "Employee" means any person who may be or may have been exposed to hazardous chemicals in the person's workplace under normal operating conditions or foreseeable emergencies. Workers such as office workers or accountants who encounter hazardous chemicals only in nonroutine, isolated instances are not employees for purposes of these requirements. <i>Health and Safety Code 502.003(10), 502.009</i>
	3. Maintain the written hazard communication program and a record of each training session to employees, including the date, a roster of the employees who attend, the subjects covered in the training session, and the names of the instructors. Records shall be maintained for at least five years. <i>Health and Safety Code 502.009(g)</i>
WORKPLACE CHEMICAL LIST	4. Compile and maintain a work-place chemical list that includes required information for each hazardous chemical normally present in the workplace or temporary workplace in excess of 55 gallons or 500 pounds, or as determined by the TDSHS for certain highly toxic or dangerous hazardous chemicals. The list shall be readily available to employees and their representatives. <i>Health and Safety Code 502.005(a), (c)</i>
	5. Update the list as necessary, but at least by December 31 each year, and maintain at least 30 years. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information. <i>Health and Safety Code 502.005(b), (d)</i>
LABELING	6. As required by law, label new or existing stocks of hazardous chemicals with the identity of the chemical and appropriate hazard warnings, if such stocks are not already appropriately labeled. <i>Health and Safety Code 502.007</i>
MATERIAL SAFETY DATA SHEETS	7. Maintain a legible copy of the most current manufacturer's material safety data sheets (MSDS) for each hazardous chemical; request such sheets from the manufacturer if not already provided or otherwise obtain a current MSDS; make such sheets readily available to employees or their representatives on request. <i>Health and Safety Code 502.006</i>

EMPLOYEE WELFARE

DI
(LEGAL)

PROTECTIVE
EQUIPMENT

PEST CONTROL
TREATMENT NOTICE

8. Provide employees with appropriate personal protective equipment. *Health and Safety Code 502.017(b)*

The chief administrator or building manager shall notify persons who work in a District building or facility of a planned pest control treatment by both of the following methods:

1. Posting the sign provided by the certified applicator or technician in an area of common access the employees are likely to check on a regular basis at least 48 hours before each planned treatment.
2. Providing the official Structural Pest Control Board Consumer Information Sheet to any individual working in the building, on request.

Occupations Code 1951.455; 22 TAC 595.7

EMPLOYEE WELFARE

DI
(LOCAL)

DRUG-FREE
AWARENESS
PROGRAM

The District shall establish a drug-free awareness program to inform employees about:

1. The dangers of drug use and abuse in the workplace.
2. The District's policy of maintaining a drug-free environment. [See DH(LOCAL)]
3. Drug counseling, rehabilitation, and employee assistance programs that are available in the community.
4. The penalties that may be imposed on employees for violation of drug use and abuse prohibitions. [See DI(EXHIBIT)]

EMPLOYEE
RESPONSIBILITY

All fees or charges associated with drug/alcohol abuse counseling or rehabilitation shall be the responsibility of the employee.

DRUG-FREE WORKPLACE REQUIREMENTS

The District prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace. *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. *41 U.S.C. 702(a)(1)(B); 28 TAC 169.2*

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. [See policies at DH and DHE] *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

Compliance with these requirements and prohibitions is mandatory and is a condition of employment. As a further condition of employment, an employee shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within ten days of receiving such notice—from the employee or any other source—the District shall notify the granting agency of the conviction. *41 U.S.C. 702(a)(1)(D), (E)*

Within 30 calendar days of receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. *41 U.S.C. 703*

[This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (*41 U.S.C. 702*) and notice requirements imposed by the Texas Workers' Compensation Commission rules at 28 TAC 169.2]

Note: This policy addresses harassment of District employees. For harassment of students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

OFFICIAL
OPPRESSION

A public official commits a Class A misdemeanor if, while acting in his or her official or employment capacity, the official intentionally subjects another to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, submission to which is made a term or condition of a person's exercise or enjoyment of any right, privilege, power, or immunity, either explicitly or implicitly. *Penal Code 39.03(a)*

HARASSMENT OF
EMPLOYEES

Harassment on the basis of a protected characteristic is a violation of the federal anti-discrimination laws. The District has an affirmative duty, under Title VII, to maintain a working environment free of harassment on the basis of sex, race, color, religion, and national origin. *42 U.S.C. 2000e, et seq.; 29 CFR 1606.8(a), 1604.11*

Harassment violates Title VII if it is sufficiently severe and pervasive to alter the conditions of employment. *Pennsylvania State Police v. Suders*, 542 U.S. 129 (2004)

Title VII does not prohibit all verbal and physical harassment in the workplace. For example, harassment between men and women is not automatically unlawful sexual harassment merely because the words used have sexual content or connotations. *Oncale v. Sun-downer Offshore Services, Inc.*, 523 U.S. 75 (1998)

HOSTILE
ENVIRONMENT

Verbal or physical conduct based on a person's sex, race, color, religion, or national origin constitutes unlawful harassment when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.

Pennsylvania State Police v. Suders, 542 U.S. 129 (2004); *Nat'l Railroad Passenger Corp. v. Morgan*, 536 U.S. 101 (2002); *Meritor Savings Bank v. Vinson*, 477 U.S. 57 (1986); 29 CFR 1604.11, 1606.8

QUID PRO QUO

Conduct of a sexual nature also constitutes harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual.

29 CFR 1604.11(a)

SAME-SEX SEXUAL
HARASSMENT

Same-sex sexual harassment constitutes sexual harassment. *Oncale v. Sundowner Offshore Services, Inc.*, 523 U.S. 75 (1998)

HARASSMENT POLICY

The District should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate penalties, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned. *29 CFR 1604.11(f)*

CORRECTIVE ACTION

The District is responsible for acts of unlawful harassment by fellow employees and by nonemployees if the District, its agents, or its supervisory employees knew or should have known of the conduct, unless the District takes immediate and appropriate corrective action. *29 CFR 1604.11(d), (e), 1606.8(d), (e)*

When no tangible employment action is taken, the District may raise the following affirmative defense:

1. That the District exercised reasonable care to prevent and promptly correct any harassing behavior; and
2. That the employee unreasonably failed to take advantage of any preventive or corrective opportunities provided by the employer or to avoid harm otherwise.

Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998); *Faragher v. City of Boca Raton*, 524 U.S. 775, (1998)

Note: This policy addresses harassment of District employees. For harassment of students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

The District prohibits sexual harassment and harassment based on a person's race, color, gender, national origin, disability, religion, or age.

Employees shall not tolerate harassment of others and shall make reports as required at reporting procedures, below.

SEXUAL
HARASSMENT

Sexual harassment of an employee is defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

EXAMPLES

Examples of sexual harassment may include, but are not limited to, sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

OTHER PROHIBITED
HARASSMENT

Harassment of a District employee on the basis of the employee's race, color, gender, national origin, disability, religion, or age includes physical, verbal, or nonverbal conduct related to these characteristics when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's employment opportunities.

EXAMPLES

Examples of prohibited harassment may include, but are not limited to, offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for workplace accommodation; threatening or intimidating conduct;

EMPLOYEE WELFARE
FREEDOM FROM HARASSMENT

DIA
(LOCAL)

offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other types of aggressive conduct such as theft or damage to property.

REPORTING
PROCEDURES

An employee who believes that he or she has experienced prohibited harassment should immediately report the alleged acts to an appropriate person designated below.

Any District employee with supervisory authority who receives notice that another employee has or may have experienced prohibited harassment is required to immediately report the alleged acts and take whatever other steps are required by this policy.

Any other person who knows or believes that a District employee has experienced harassment should immediately report the alleged acts to the appropriate person designated by this policy.

TIMELY REPORTING

Reports of harassment shall be made as soon as possible after the alleged acts. A failure to promptly report alleged harassment may impair the District's ability to investigate and address the harassment.

A District employee may report harassment to his or her supervisor or campus principal. A person shall not be required to report harassment to the alleged harasser; nothing in this policy prevents a person from reporting harassment directly to one of the District officials below:

DISTRICT
OFFICIALS

1. For sexual harassment, the Title IX coordinator. [See DAA(LOCAL)]
2. For all other prohibited harassment, the Superintendent.

A report against the Title IX coordinator may be made directly to the Superintendent; a report against the Superintendent may be made directly to the Board.

NOTIFICATION OF
REPORT

Upon receipt of a report of harassment, a supervisor or principal shall immediately notify the appropriate District official listed above.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

INVESTIGATION OF
THE REPORT

The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notification of a report, the District official shall determine whether the allegations, if proven, would constitute sexual harassment or other prohibited harassment as defined by District policy. If so, the District official shall immediately authorize or undertake an investigation.

If appropriate, the District shall promptly take interim action to prevent harassment during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

The District's obligation to conduct an investigation is not satisfied by the fact that a criminal or regulatory investigation regarding the same or similar allegations is pending.

CONCLUDING THE
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION

If the results of an investigation indicate that prohibited harassment occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the harassment.

The District may take disciplinary action based on the results of an investigation, even if the District concludes that the conduct did not rise to the level of harassment prohibited by law or District policy.

APPEAL

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant shall be informed of his or her right to file a complaint with the Texas Workforce Commission Civil Rights Division,

the Equal Employment Opportunity Commission, or the United States Department of Education Office for Civil Rights.

RETALIATION
PROHIBITED

Retaliation against an employee alleged to have experienced harassment, a witness, or another person who makes a report or participates in an investigation is strictly prohibited. A person who makes a good faith report of prohibited harassment shall not suffer retaliation for making the report. A person who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding prohibited harassment is subject to appropriate discipline.

RECORDS RETENTION

Retention of records shall be in accordance with DAA(LOCAL).

ACCESS TO POLICY

This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.

ASSIGNMENT AND SCHEDULES

DK
(LEGAL)

ASSIGNMENT	<p>The District may not employ a person as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, or counselor unless the person holds an appropriate certificate or permit. In addition, a public school employee must have the appropriate credentials, as set forth by the State Board for Educator Certification, for his or her current assignment, unless the appropriate permit has been issued. <i>Education Code 21.003; 19 TAC 230.601</i> [See DBA]</p>
EMERGENCY PERMITS	<p>A superintendent or designee who cannot secure an appropriately certified and qualified individual to fill a vacant position may activate an emergency permit for an individual who does not have one of the appropriate credentials for the assignment.</p>
TEMPORARY VACANCIES	<p>The District is not required to activate an emergency permit if an uncertified individual is assigned for a certified teacher who will be absent for more than 30 consecutive instructional days due to documented health-related reasons and has expressed the intention to return to the assignment. The District must, however, comply with the parent notification requirements below.</p> <p><i>19 TAC 230.501(b), (g)</i></p>
CURRENT EMPLOYEES	<p>A degreed, certified teacher employed in the previous year or semester in an assignment for which he or she was fully certified may not be assigned to a position that requires activating an emergency permit unless:</p> <ol style="list-style-type: none">1. The teacher has given written consent to the activation of the permit; or2. Because of fluctuations in enrollment or changes in course offerings, the teacher's previous assignment no longer exists and no alternative assignment for which the teacher is fully certified is available on that campus. If a permit is activated for a teacher under these circumstances, the teacher shall be offered the opportunity to return to his or her previous assignment or an alternative assignment for which the teacher is fully certified on that campus as soon as such an assignment is available. If a teacher accepts the assignment, the actual transfer of duties shall occur not later than the beginning of the next academic year. <p>If an emergency permit is activated for a temporary staffing condition within 30 days of the opening of the school year or later during the contract year, the teacher is exempt from the requirement to complete additional coursework or examination requirements for certification for the remainder of the contract year for which the permit is activated. This exemption is not renewable, and a</p>

ASSIGNMENT AND SCHEDULES

DK
(LEGAL)

teacher continuing on an emergency permit for a second year must meet the full requirements of an emergency permit.

A teacher who refuses to consent to activation of an emergency permit may not be terminated or nonrenewed or otherwise retaliated against because of the teacher's refusal to consent to the activation of the permit. However, a teacher's refusal to consent shall not impair the District's right to implement a necessary reduction in force or other personnel actions in accordance with local District policy.

19 TAC 230.501(c)

PRINCIPAL'S
APPROVAL

The principal of a campus shall approve all teacher and staff appointments for the campus from a pool of applicants selected by the District or of applicants who meet the hiring requirements established by the District, based on criteria developed by the principal after informal consultation with the faculty. The Superintendent or designee has final placement authority for a teacher transferred because of enrollment shifts or program changes. *Education Code 11.202; Atty. Gen. Op. DM-27 (1991)*

TRANSFERS

The District's employment policy may include a provision for providing each current District employee with an opportunity to participate in a process for transferring to another school in or position with the District. *Education Code 11.163(c)*

Note: In accordance with Education Code 21.057, the following notice requirements do not apply if a school is required by the No Child Left Behind Act of 2001 to provide notice to a parent or guardian regarding a teacher who is not highly qualified, provided the school gives notice as required by that Act. [See DBA]

PARENT
NOTIFICATION

If the District assigns an inappropriately certified or uncertified teacher (as defined below) to the same classroom for more than 30 consecutive instructional days during the same school year, it shall provide written notice of the assignment to the parents or guardians of each student in that classroom.

The Superintendent shall provide the notice not later than the 30th instructional day after the date of the assignment of the inappropriately certified or uncertified teacher. The District shall make a good-faith effort to ensure that the notice is provided in a bilingual form to any parent or guardian whose primary language is not English. The District shall retain a copy of the notice and make information relating to teacher certification available to the public on request.

ASSIGNMENT AND SCHEDULES

DK
(LEGAL)

INAPPROPRIATELY
CERTIFIED OR
UNCERTIFIED
TEACHER

An “inappropriately certified or uncertified teacher” includes an individual serving on an emergency certificate or an individual who does not hold any certificate or permit. It does not include an individual who is:

1. Certified and assigned to teach a class or classes outside his or her area of certification, as determined by SBEC rules;
2. Serving on a certificate issued due to a hearing impairment;
3. Serving on a certificate issued pursuant to enrollment in an approved alternative certification program;
4. Certified by another state or country and serving on a certificate issued under Education Code 21.052;
5. Serving on a school district teaching permit; or
6. Employed under a waiver granted by the Commissioner.

Education Code 21.057; 19 TAC 230.601

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

SUPERINTENDENT'S
AUTHORITY

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

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

CAMPUS
ASSIGNMENTS

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

SUPPLEMENTAL
DUTIES

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

WORK CALENDARS
AND SCHEDULES

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

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

WORK LOAD

DL
(LEGAL)

PLANNING AND
PREPARATION

Each classroom teacher is entitled to at least 450 minutes within each two-week period for instructional preparation including parent-teacher conferences, evaluating students' homework, and planning. A planning and preparation period may not be less than 45 minutes within the instructional day. During that time, a teacher may not be required to participate in any other activity. *Education Code 21.404*

DUTY-FREE LUNCH

Each classroom teacher or full-time librarian is entitled to at least a 30-minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students. *Education Code 21.405*

EXCEPTION

If necessary because of a personnel shortage, extreme economic conditions, or unavoidable or unforeseen circumstances, and in accordance with commissioner rules, the District may require a classroom teacher or librarian to supervise students during lunch no more than one day in any school week. *Education Code 21.405*

In determining whether an exceptional circumstance exists, the District shall use the following guidelines:

1. A personnel shortage exists when, despite reasonable efforts to use nonteaching personnel or the assistance of community volunteers to supervise students during lunch, no other personnel are available.
2. Extreme economic conditions exist when the percentage of a local tax increase, including the cost of implementing duty-free lunch requirements, would place the District in jeopardy of a potential roll-back election.
3. Unavoidable or unforeseen circumstances exist when, because of illness, epidemic, or natural or man-made disaster, the District is unable to find individuals to supervise students during lunch.

19 TAC 153.1001

WORK LOAD
REQUIRED PLANS AND REPORTS

DLB
(LEGAL)

RESTRICTIONS ON
WRITTEN REPORTS

The Board shall limit redundant requests for information and the number and length of written reports that a classroom teacher is required to prepare.

A classroom teacher may not be required to prepare any written information other than:

1. Any report concerning the health, safety, or welfare of a student;
2. A report of a student's grade on an assignment or examination;
3. A report of a student's academic progress in a class or course;
4. A report of a student's grades at the end of each grade reporting period;
5. A textbook report;
6. A unit or weekly lesson plan that outlines, in a brief and general manner, the information to be presented during each period at the secondary level or in each subject or topic at the elementary level;
7. An attendance report;
8. Any report required for accreditation review;
9. Any information required by the District that relates to a complaint, grievance, or actual or potential litigation and that requires the classroom teacher's involvement; or
10. Any information specifically required by law, rule, or regulation.

The District may collect essential information, in addition to the information specified above, from a classroom teacher on agreement between the classroom teacher and the District.

PAPERWORK REVIEW

The Board shall review paperwork requirements imposed on classroom teachers and transfer to existing noninstructional staff a reporting task that can reasonably be accomplished by that staff. [See BAA]

Education Code 11.164

The Commissioner of Education may authorize special accreditation investigations in response to repeated complaints concerning imposition of excessive paperwork requirements on classroom teachers. *Education Code 39.075(b-1)*

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WORK LOAD
REQUIRED PLANS AND REPORTS

DLB
(LOCAL)

RESTRICTIONS ON
WRITTEN REPORTS

Annually upon the Board's request, the Superintendent shall report to the Board on efforts to minimize teacher paperwork and on the number and length of written reports that teachers are required to prepare.

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LEGAL)

STAFF DEVELOPMENT	Staff development shall be predominantly campus-based, related to achieving campus performance objectives, and developed and approved by the campus-level committee [see BQB].
TRAINING SPECIFICS	<p>The staff development provided by the District must be conducted in accordance with standards developed by the District and designed to improve education in the District.</p> <p>The staff development may include:</p> <ol style="list-style-type: none">1. Training in technology, conflict resolution, and discipline strategies, including classroom management, District discipline policies, and the Student Code of Conduct;2. Training that relates to instruction of students with disabilities and is designed for educators who work primarily outside the area of special education; and3. Instruction as to what is permissible under law, including opinions of the United States Supreme Court, regarding prayer in public school. <p><i>Education Code 21.451</i></p> <p>The District may use Districtwide staff development that has been developed and approved through the District-level decision process. <i>Education Code 21.452(c)</i></p>
SPECIAL PROGRAMS TRAINING	A district that receives assistance under Title I shall provide high-quality professional development that will improve the teaching of the academic subjects, consistent with the state content standards, to enable all children to meet the state's student performance standards; and shall meet the requirements of federal law. <i>20 U.S.C. 6320(a)</i> [See EHBD]
TITLE I STAFF DEVELOPMENT	
GIFTED AND TALENTED EDUCATION	<p>The District shall ensure that:</p> <ol style="list-style-type: none">1. Prior to assignment in the program, teachers who provide instruction and services that are part of the program for gifted students have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessing student needs, and curriculum and instruction for gifted students.2. Teachers without the required training who provide instruction and services that are part of the gifted/talented program must complete the 30-hour training requirement within one semester.

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LEGAL)

3. Teachers who provide instruction and services that are part of a program for gifted students receive a minimum of six hours annually of professional development in gifted education.
4. Administrators and counselors who have authority for program decisions have a minimum of six hours of professional development that includes nature and needs of gifted/talented students and program options.

19 TAC 89.2

ADULT EDUCATION	<p>All adult education staff hired after September 1, 1996, shall receive at least 12 clock hours of professional development annually. All staff new to adult education shall receive six clock hours of pre-service professional development before they begin work in an adult education program. <i>19 TAC 89.25(a)(1)(2)</i></p> <p>Directors, teachers, counselors, and supervisors who do not have valid Texas teacher certification must attend 12 clock hours of in-service professional development annually in addition to the 12 hours required above until they have completed either six clock hours of adult education college credit or attained two years of adult education experience. <i>19 TAC 89.25(a)(4)(B)</i></p>
EXCEPTIONS	<p>The in-service professional development requirements may be reduced in individual cases if documentation of exceptional circumstances is submitted to TEA for approval. <i>19 TAC 89.25(a)(5)</i></p>
RECORDS	<p>Records of staff qualifications and professional development shall be maintained by the District and must be available for monitoring. <i>19 TAC 89.25(a)(6)</i></p>
RESOURCES FOR STAFF DEVELOPMENT	<p>If the District receives resources from the Commissioner's staff development account, it must pay to the Commissioner for deposit in the account an amount equal to one-half of the cost of the resources provided to the District. <i>Education Code 21.453</i></p>

Arlington ISD
220901

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LEGAL)

District employees may be permitted to attend meetings of professional organizations during a work day, with pay, if a direct school-related purpose will be accomplished. Such release time shall not be granted if the meetings are primarily to pursue the business of the organization. *Atty. Gen. Op. MW-89 (1979)*

WORK FOR HIRE

“Work for hire” is defined as:

Work prepared by an employee within the scope of his or her employment; or

A work especially ordered or commissioned by the District; or

Any work prepared within the employment duties or during working hours.

OWNERSHIP

When a work created by a faculty or staff member is determined by the Superintendent to be a “work for hire,” ownership shall vest in the District.

PERFORMANCE APPRAISAL

DN
(LOCAL)

- GENERAL PRINCIPLES** All District employees shall be periodically appraised in the performance of their duties. The District's employee evaluation and appraisal system shall be administered consistent with the general principles set out below. [See also DNA and DNB]
- CRITERIA** The employee's performance of assigned duties and other job-related criteria shall provide the basis for the employee's evaluation and appraisal. Employees shall be informed of the criteria on which they will be evaluated.
- PERFORMANCE REVIEW** Evaluation and appraisal ratings shall be based on the evaluation instrument and cumulative performance data gathered by supervisors throughout the year. Each employee shall have at least one evaluative conference annually to discuss the written evaluation and may have as many conferences about performance of duties as the supervisor deems necessary.
- DOCUMENTATION AND RECORDS** Appraisal records and forms, reports, correspondence, and memoranda may be placed in each employee's personnel records to document performance. All records that support appraisal ratings shall be maintained for at least two years. Official appraisal records shall be maintained throughout a person's employment with the District and for two years after an employee ceases to be employed with the District.
- EMPLOYEE COPY** All employees shall receive a copy of their annual written evaluation.
- COMPLAINTS** Employees may present complaints regarding the evaluation and appraisal process in accordance with the District's complaint policy for employees. [See DGBA]

FREQUENCY Except as provided below, each teacher must be appraised at least once during each school year. *Education Code 21.203, 21.352(c); 19 TAC 150.1003(a)*

EXCEPTION A teacher may be appraised less frequently if the teacher agrees in writing and the teacher's most recent evaluation rated the teacher as at least proficient, or the equivalent, and did not identify any area of deficiency. A teacher who is appraised less frequently than annually must be appraised at least once during each period of five school years. *Education Code 21.352(c)*

For purposes of the Professional Development and Appraisal System (PDAS), an area of deficiency is a domain. A teacher must be rated as at least proficient for each domain (that is, for all domains) to be eligible for less frequent appraisals.

District policy may stipulate:

1. Whether the appraisal option is to be made available to all teachers;
2. Whether the appraisal option is to be adopted Districtwide or is to be campus specific;
3. If the appraisal accompanying a teacher new to the District or campus meets the option, whether the appraisal is to be accepted or whether that teacher is to be appraised by the new campus administrator; and
4. Whether an appraiser may place a teacher on the traditional appraisal cycle as a result of performance deficiencies documented by cumulative data, including third-party information.

The District may choose annually to review the written agreement with the teacher. However, at the end of the school year, the District may modify appraisal options through Board policy and may make changes to expectations for appraisals that apply to all teachers regardless of a teacher's participation in the appraisal option in the previous years.

19 TAC 150.1003(l)

ROLE OF
EXTRACURRICULAR
ACTIVITIES

A teacher who directs extracurricular activities in addition to performing classroom teaching duties shall be appraised only on the basis of classroom teaching performance and not on performance in connection with extracurricular activities. *Education Code 21.353*

ACCESS TO
EVALUATIONS

The District shall maintain a written copy of the evaluation of each teacher's performance in the teacher's personnel file.

Each teacher is entitled to receive a written copy of the evaluation on its completion. The evaluation and any rebuttal may be given to another school district at which the teacher has applied for employment at the request of that district.

Education Code 21.352(c)

CONFIDENTIALITY	A document evaluating the performance of a teacher is confidential. <i>Education Code 21.355</i>
CHOICE OF APPRAISAL METHOD	<p>The District shall use one of the following methods to appraise teachers:</p> <ol style="list-style-type: none">1. The appraisal process and performance criteria developed by the Commissioner [see STATE METHOD, below]; or2. A locally developed appraisal process and performance criteria [see DISTRICT OPTION and CAMPUS OPTION, below]. <p><i>Education Code 21.352(a); 19 TAC 150.1001(a)</i></p>
SELECTION OF APPRAISAL METHOD	<p>The Superintendent, with the approval of the Board, may select the state appraisal method. Each district or campus wanting to select or develop an alternative teacher-appraisal system must follow the requirements set forth below at DISTRICT OPTION or CAMPUS OPTION. <i>19 TAC 150.1001(c)</i></p> <hr/> <p>Note: The following provisions apply to teacher appraisal using the state appraisal method.</p> <hr/>
STATE METHOD (PDAS)	<p>The state appraisal method is the Professional Development and Appraisal System. The foundation for the PDAS is the teacher proficiencies described in <i>Learner-Centered Schools for Texas: A Vision of Texas Educators</i>. <i>19 TAC 150.1001(b), 150.1002(a)</i></p>
PERFORMANCE DOMAINS	<p>Each teacher shall be appraised on the following domains:</p> <ol style="list-style-type: none">1. Domain I: Active, successful student participation in the learning process;2. Domain II: Learner-centered instruction;3. Domain III: Evaluation and feedback on student progress;4. Domain IV: Management of student discipline, instructional strategies, time, and materials;5. Domain V: Professional communication;6. Domain VI: Professional development;

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LEGAL)

7. Domain VII: Compliance with policies, operating procedures, and requirements; and
8. Domain VIII: Improvement of academic performance of all students on the campus (based on indicators included in the Academic Excellence Indicator System [AEIS]).

Each domain shall be scored independently. The evaluation of each of the domains shall consider all data generated in the appraisal process from observations, the Teacher Self-Report Form, and other documented sources.

The data shall describe teacher contributions in increasing student achievement, making the whole school safe and orderly, and creating a stimulating learning environment for children.

19 TAC 150.1002(b), (c)

Whenever possible, an appraisal shall be based on the teacher's performance in fields and teaching assignments for which he or she is certified. *19 TAC 150.1003(a)*

RATINGS

Each teacher shall be evaluated on Domains I through VIII using the following categories:

1. Exceeds expectations;
2. Proficient;
3. Below expectations; and
4. Unsatisfactory.

The teacher evaluation in Domain VIII shall include the following areas:

1. Efforts to enhance academic performance;
2. Efforts to enhance student attendance;
3. Efforts to identify and assist students in at-risk situations; and
4. Campus performance ratings.

Campus performance rating data for Domain VIII shall be reported (not scored) by the campus or District for the first year of the PDAS implementation and/or during the first year for new teachers to the campus.

19 TAC 150.1002(d)–(f)

ORIENTATION

The District shall ensure that all teachers are provided with an orientation to the PDAS no later than the final day of the first three weeks of school and at least three weeks before the first observa-

tion. Additional orientations shall be provided any time substantial changes occur in the PDAS. A teacher new to the District shall be provided with an orientation to the PDAS at least three weeks before the teacher's first observation.

The orientation shall include materials approved by the Commissioner. These materials shall include all state and local appraisal policies, the local appraisal calendar, and information on the requirements for the completion of the Teacher Self-Report Form. In addition to the orientation, campuses may hold other sessions sufficient in length to allow teachers to actively participate in a discussion of the PDAS specifics and to have their questions answered.

19 TAC 150.1007

TRAINING UPON
ADOPTION OF PDAS

In the initial year of adoption and implementation of the PDAS, selected teachers from each campus shall be given the opportunity to participate in the appraisal training for purposes of disseminating information to colleagues on their campus and assisting, at the discretion of the principal, in the orientation of all campus teachers. These teachers shall be designated as appraisal-orientation facilitators.

Each campus shall offer the opportunity to participate in appraisal training to a number of teachers equal to the number of campus administrators; however, each campus shall have at least one teacher participant. The principal shall select representative teachers from nominations submitted by the site-based decision-making (SBDM) committee. The principal may select representatives other than those nominated by the SBDM committee when nominated teachers are unable to attend appraisal training.

The District shall pay the training fees for its teachers attending the PDAS appraisal training.

The District shall make available additional training for teachers as part of the District's menu of professional development opportunities. All teachers are eligible to participate in appraisal and/or Instructional Leadership Training (ILT) or Instructional Leadership Development (ILD) training at their own expense.

19 TAC 150.1008

APPRAISERS

The teacher appraisal process requires at least one appraiser.

TEACHER'S
SUPERVISOR

The teacher's supervisor shall conduct the teacher's appraisal and must hold a superintendent, mid-management (principal), or supervisor certification, or must hold comparable certificates established by the State Board for Educator Certification. An appraiser other than the teacher's supervisor must be approved by the Board, hold

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LEGAL)

a valid teaching certificate, and have at least three years of prekindergarten, elementary, or secondary teaching experience.

SAME CAMPUS	A classroom teacher may not appraise another classroom teacher at the same campus unless it is impractical because of the number of campuses or unless the appraiser is the chair of a department or grade-level whose job description includes classroom observation responsibilities.
CERTIFICATION	Before conducting appraisals, an appraiser must be certified by having satisfactorily completed uniform appraiser training. Periodic recertification and training shall be required. <i>Education Code 21.351(c); 19 TAC 150.1006</i>
APPRAISAL CALENDAR	The District shall establish a calendar for teacher appraisals. The appraisal period for each teacher must include all of the days of the teacher's contract. Observations during the appraisal period must be conducted during the required days of instruction for students during one school year. The calendar shall: <ol style="list-style-type: none">1. Exclude observations in the three weeks after the day of completion of the PDAS orientation in the school years when an orientation is required;2. Exclude observations in the three weeks after the day of completion of the PDAS orientation for teachers new to the PDAS;3. Exclude observations in the first three weeks of instruction in the school years when the PDAS orientation is not required;4. Prohibit observations on the last day of instruction before any official school holiday or on any other day deemed inappropriate by the Board; and5. Indicate a period for summative annual conferences that ends no later than 15 working days before the last day of instruction for students. <i>19 TAC 150.1003(d)</i> A teacher may be given advance notice of the date or time of an appraisal, but advance notice is not required. <i>Education Code 21.352(d); 19 TAC 150.1003(c)</i>
APPRAISAL PROCESS	The annual appraisal shall include:

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LEGAL)

CLASSROOM OBSERVATION	<p>1. At least one classroom observation of a minimum of 45 minutes, with additional walk-throughs and observations conducted at the discretion of the appraiser.</p> <p>By mutual consent of the teacher and appraiser, the required minimum of 45 minutes of observation may be conducted in shorter time segments. The time segments must aggregate to at least 45 minutes.</p> <p>A written summary of each observation shall be given to the teacher within ten working days after the completion of an observation, with a pre- and post-observation conference conducted at the request of the teacher or appraiser;</p>
TEACHER SELF- REPORT	<p>2. Completion of Section I of the Teacher Self-Report Form that shall be presented to the principal:</p> <ul style="list-style-type: none">a. Within the first three weeks from the day of completion of the PDAS orientation;b. Within the first three weeks from the day of completion of the PDAS orientation, for teachers new to the PDAS; orc. Within the first three weeks of instruction in the school years when the PDAS orientation is not required. <p>Revision of Section I, if necessary, and completion of Sections II and III of the Teacher Self-Report Form shall be presented to the principal at least two weeks before the summative annual conference;</p>
CUMULATIVE DATA	<p>3. Cumulative data of written documentation collected regarding job-related teacher performance, in addition to formal classroom observations; and</p>
SUMMATIVE REPORT AND CONFERENCE	<p>4. A written summative annual appraisal report and a summative annual conference, described below.</p> <p><i>19 TAC 150.1003(b), (g)</i></p>
SUMMATIVE REPORT	<p>A written summative annual appraisal report shall be shared with the teacher no later than five working days before the summative conference and no later than 15 working days before the last day of instruction for students. The written summative annual appraisal report shall be placed in the teacher's personnel file by the end of the appraisal period. <i>19 TAC 150.1003(h)</i></p>
SUMMATIVE CONFERENCE	<p>Unless waived in writing by the teacher, a summative conference shall be held within a time frame specified on the District calendar and no later than 15 working days before the last day of instruction</p>

for students. The summative conference shall focus on the written summative report and related data sources. *19 TAC 150.1003(i)*

If the appraiser is not an administrator on the teacher's campus, the principal, assistant principal, or another supervisory staff member designated as an administrator on the campus will participate in the summative annual conference. *19 TAC 150.1003(j)*

DOCUMENTATION

During the appraisal period, the appraiser shall evaluate and document teacher performance specifically related to the domain criteria as identified in the PDAS. The appraiser is responsible for documentation of cumulative data. *19 TAC 150.1003(e), (f)*

Any third-party information from a source other than the teacher's supervisor that the appraiser wishes to include as cumulative data shall be verified and documented by the appraiser.

Any documentation that will influence the teacher's summative annual appraisal report must be shared in writing with the teacher within ten working days of the appraiser's knowledge of the occurrence. The principal shall also be notified in writing when the appraiser is not the teacher's principal.

19 TAC 150.1003(f)

Any documentation collected after the summative conference but before the end of the contract term during one school year may be considered as part of the appraisal of a teacher. If the documentation affects the teacher's evaluation in any domain, another summative report shall be developed and another summative conference shall be held to inform the teacher of the change(s).

19 TAC 150.1003(k)

TEACHER RESPONSE

A teacher may submit a written response or rebuttal after receiving a written observation summary, summative annual appraisal report, and/or any other documentation associated with the teacher's appraisal. The rebuttal is to be attached to the evaluation in the teacher's personnel file.

Any written response or rebuttal must be submitted within ten working days of receiving the written summary, documentation, or report. At the discretion of the appraiser, this time period may be extended to 15 working days.

Education Code 21.352(c); 19 TAC 150.1005(a), (b)

REQUEST FOR
SECOND APPRAISAL

A teacher may request a second appraisal by another appraiser after receiving a written observation summary and/or a written summative annual appraisal report. *Education Code 21.352(c); 19 TAC 150.1005(c)*

The second appraisal must be requested within ten working days of receiving the summary or report. At the discretion of the appraiser, this time period may be extended to 15 working days. *19 TAC 150.1005(d)*

PROCEDURE FOR
SECOND
APPRAISAL

The District shall adopt written procedures for determining the selection of second appraisers. The procedures shall be disseminated to each teacher at the time of employment and updated annually or as needed. *19 TAC 150.1005(g)*

The second appraiser shall appraise the teacher in all domains and shall make observations and walk-throughs as necessary to evaluate Domains I through V. The second appraiser shall use the Teacher Self-Report Form and cumulative data from the first appraisal to evaluate Domains VI through VIII. Cumulative data may also be used by the second appraiser to evaluate other domains. *19 TAC 150.1005(f)*

A teacher may be given notice of the date or time of a second appraisal, but advance notice is not required. *Education Code 21.352(c); 19 TAC 150.1005(e)*

APPEALS

The District shall adopt written procedures for a teacher to present grievances and receive written comments in response to the written annual report. *19 TAC 150.1005(g)*

Note: The following provisions apply to teacher appraisal using the District-developed appraisal method.

DISTRICT OPTION

A district that does not want to use the PDAS must develop its own teacher-appraisal system supported by locally adopted policy and procedures and by the processes outlined below.

The Texas Teacher Appraisal System (TTAS) is no longer a state-recommended system. However, the TTAS may be used as a local option governed by the process outlined below. If adopted as a local option, the TTAS must be modified to comply with Education Code 21.351(a)(1) and (2). [See APPRAISAL PROCESS, below]

DEVELOPMENT
OF APPRAISAL
SYSTEM

The District-level planning and decision-making committee shall:

1. Develop an appraisal process;
2. Develop evaluation criteria, including discipline management and performance of the teachers' students; and
3. Consult with the campus-planning and decision-making committee on each campus in the District.

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
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APPRAISAL PROCESS	The appraisal process shall include: <ol style="list-style-type: none">1. At least one appraisal each year;2. A conference between the teacher and the appraiser that is diagnostic and prescriptive with regard to remediation needed in overall performance by category; and3. Criteria based on observable, job-related behavior, including:<ol style="list-style-type: none">a. Teachers' implementation of discipline management procedures; andb. Performance of the teachers' students.
BOARD ACCEPTANCE	The District-level planning and decision-making committee shall submit the appraisal process and criteria to the Superintendent, who shall submit the appraisal process and criteria to the Board with a recommendation to accept or reject. The Board may accept or reject, with comments, the appraisal process and performance criteria, but may not modify the process or criteria. <i>Education Code 21.352(a)(2), (b); 19 TAC 150.1009(a)</i>
CAMPUS OPTION	A campus within the District may choose to develop a local appraisal system.
DEVELOPMENT OF APPRAISAL SYSTEM	The campus planning and decision-making committee shall: <ol style="list-style-type: none">1. Develop an appraisal process;2. Develop evaluation criteria, including discipline management and performance of the teachers' students; and3. Submit the process and criteria to the District-level planning and decision-making committee.
APPRAISAL PROCESS	The appraisal process shall include: <ol style="list-style-type: none">1. At least one appraisal each year;2. A conference between the teacher and the appraiser that is diagnostic and prescriptive with regard to remediation needed in overall performance by category; and3. Criteria based on observable, job-related behavior, including:

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LEGAL)

- a. Teachers' implementation of discipline management procedures; and
- b. Performance of the teachers' students.

BOARD
ACCEPTANCE

Upon submission of the appraisal process and criteria to the District-level planning and decision-making committee, the committee shall make a recommendation to accept or reject the appraisal process and criteria and transmit that recommendation to the Superintendent.

The Superintendent shall submit to the Board:

1. The recommended campus appraisal process and criteria;
2. The District-level planning and decision-making committee's recommendation; and
3. The Superintendent's recommendation.

The Board may accept or reject, with comments, an appraisal process and performance criteria, but may not modify the process or criteria.

Education Code 21.352(a)(2), (b); 19 TAC 150.1009(b)

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LOCAL)

LOCALLY DEVELOPED PLAN	The annual appraisal of District teachers shall be in accordance with a local teacher appraisal system written in compliance with statutory provisions and commissioner's rules.
PROBATIONARY TEACHERS	Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term. [See DFAB(LEGAL)]
EMPLOYMENT DECISIONS	When relevant to decisions regarding term contracts, written evaluations of a teacher's performance, as documented to date, and any other information the administration deems appropriate shall be considered in decisions affecting contract status.
GRIEVANCES	Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(LEGAL)

FREQUENCY	<p>The employment policies adopted by the Board must require a written evaluation at annual or more frequent intervals of each superintendent, principal, supervisor, counselor, or other full-time, certified professional employee, and nurse. <i>Education Code 21.203(a)</i></p>
ADMINISTRATOR APPRAISAL	<p>The District shall appraise each administrator annually using either:</p> <ol style="list-style-type: none">1. The Commissioner's recommended appraisal process and performance criteria; or2. An appraisal process and performance criteria developed by the District in consultation with the District- and campus-level committees and adopted by the Board. <p>District funds may not be used to pay an administrator who has not been appraised in the preceding 15 months.</p> <p><i>Education Code 21.354(c), (d)</i></p>
PRINCIPALS	<p>The information in the annual report describing the educational performance of each campus [see BQB] shall be a primary consideration of the Superintendent in evaluating campus principals. In addition, the appraisal of a principal shall include consideration of the academic excellence indicators and the campus's objectives, including performance gains of the campus and the maintenance of those gains. <i>Education Code 21.354(e), 39.054(3)(D)</i></p>
COUNSELORS	<p>The Commissioner shall develop and periodically update an evaluation form for use by districts in evaluating school counselors. <i>Education Code 21.355</i></p>
CONFIDENTIALITY OF EVALUATION	<p>A document evaluating the performance of an administrator is confidential. <i>Education Code 21.355</i></p>
APPRAISAL PROCEDURES	<p>The following procedures for administrator appraisal are minimum requirements.</p> <p>The District shall establish an annual calendar providing for the following activities, which shall involve both the administrator and the appraiser:</p> <ol style="list-style-type: none">1. Procedures for setting goals that define expectations and set priorities for the administrator being appraised.2. Formative conference.3. Summative conference. <p><i>19 TAC 150.1022(a)</i></p>

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(LEGAL)

APPRAISAL
INSTRUMENT AND
PROCESS

The District shall involve appropriate administrators in developing, selecting, or revising the appraisal instruments and process.

Before conducting appraisals, an appraiser shall provide evidence of training in appropriate personnel evaluation skills related to the locally established criteria and process.

The District may implement a process for collecting staff input for evaluating administrators. If the District implements such a process, the input must not be anonymous.

The appraisal of a principal shall include a student performance domain. The District may, with Board approval, select the Commissioner-recommended student performance domain for principals or may develop an alternative governed by the process outlined in Education Code 21.354. [See ADMINISTRATOR APPRAISAL, above]

DOMAINS

The domains and descriptors used to evaluate each administrator may include the following:

1. Instructional management.
2. School or organization morale.
3. School or organization improvement.
4. Personnel management.
5. Management of administrative, fiscal, and facilities functions.
6. Student management.
7. School or community relations.
8. Professional growth and development.
9. Academic excellence indicators and campus performance objectives.

In developing appraisal instruments, the District shall use the local job description, as applicable.

19 TAC 150.1021, 150.1022

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(LOCAL)

EMPLOYMENT
DECISIONS

When relevant to the decision, written evaluations of a professional employee's performance, as documented to date, and any other information the administration determines to be appropriate shall be considered in decisions affecting contract status.

EXCEPTION

Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.

PERSONNEL POSITIONS

DP
(LEGAL)

PRINCIPAL
QUALIFICATIONS

The Board, by local policy, shall adopt qualifications for principals. *Education Code 11.202(c)*

CERTIFICATION

To be eligible to receive a Standard Principal Certificate, an individual must:

1. Successfully complete the educator assessments required under 19 TAC 230.5.
2. Hold a master's degree from an accredited institution of higher education.
3. Have two years of creditable teaching experience as a classroom teacher, as defined by 19 TAC Chapter 230, Subchapter Y.

19 TAC 241.25

DUTIES

The principal shall be the instructional leader of the school and shall be provided with adequate training and personnel assistance to assume that role. *Education Code 11.202(a)*

The principal shall:

1. Approve all teacher and staff appointments for the campus. [See DK]
2. Set specific education objectives for the campus, through the planning process.
3. Develop budgets for the campus.
4. Assume administrative responsibility and instructional leadership, under the supervision of the Superintendent, for discipline at the campus.
5. Assign, evaluate, and promote all personnel assigned to the campus.
6. Recommend to the Superintendent the termination, suspension, or nonrenewal of an employee assigned to the campus.
7. Perform any other duties assigned by the Superintendent pursuant to Board policy.
8. Regularly consult with the campus-level committee in the planning, operation, supervision, and evaluation of the campus educational program. [See BQ series]
9. Each school year, with the assistance of the campus-level committee, develop, review, and revise the campus improvement plan. [See BQ]

PERSONNEL POSITIONS

DP
(LEGAL)

10. Report the maximum attendance for the school to the Superintendent for the purpose of textbook requisitions. [See CMD]
11. (For high school principals only) Serve, or appoint someone to serve, as deputy registrar for the county in which the school is located. *Election Code 13.046*

Education Code 11.202(b), 11.253(c), (h), 31.103(a) [See also DMA]

PERSONNEL POSITIONS

DP
(LOCAL)

PRINCIPAL
QUALIFICATIONS

In addition to the minimal certification requirement, the principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budget and personnel and coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Three years' experience as a classroom teacher;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board.

PERSONNEL POSITIONS
SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

DPB
(LEGAL)

PARENT
NOTIFICATION

If the District assigns an inappropriately certified or uncertified teacher [as defined in DBA(LEGAL)] to the same classroom for more than 30 consecutive instructional days during the same school year, it shall provide written notice of the assignment to the parents or guardians of students in that classroom.

The Superintendent shall provide the notice not later than the 30th instructional day after the date of the assignment of the inappropriately certified or uncertified teacher. The District shall make a good-faith effort to ensure that the notice is provided in a bilingual form to any parent or guardian whose primary language is not English. The District shall retain a copy of the notice and make information relating to teacher certification available to the public on request. [See also DBA(LEGAL)]

Education Code 21.057

PERSONNEL POSITIONS
SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

DPB
(LOCAL)

SUBSTITUTE TEACHERS	At the beginning of each school year, the Superintendent or a designee, in cooperation with principals, shall compile a list of qualified substitute teachers available for the school year. This list shall be approved by the Superintendent and distributed to all principals. The list shall indicate each individual's qualifications. Principals shall request and receive specific authorization from the Superintendent or designee before employing any substitute not on the approved list.
APPLICATION	Persons wishing to substitute teach in the District shall make application through usual channels. [See DC]
DOCUMENTATION	Approved substitutes shall have on file in the District: <ol style="list-style-type: none">1. The District's application form;2. A record of highest education attained, including high school diploma, GED certificate, or transcript for all college work, and/or Texas certificates; and3. An income tax withholding form.
QUALIFICATIONS	The District shall attempt to hire as substitutes persons who have at least a bachelor's degree. However, no person shall be employed as a substitute who does not have at least 30 hours of college credit and a high school diploma. College hours and diploma must be verified with an official transcript.
SELECTION	Principals shall give first consideration to the most qualified teachers on the approved substitute list and shall make an effort to place substitutes in their field of interest or the field in which they are best qualified.
PERFORMANCE RESPONSIBILITIES	A substitute shall be subject to all duties of a regular classroom teacher.
STUDENT TEACHERS	A student teacher may be used as a substitute only when no other substitute is available. The student teacher is not entitled to be paid for services as a substitute.