

EMPLOYMENT OBJECTIVES
EQUAL EMPLOYMENT OPPORTUNITY

DAA
(LEGAL)

NONDISCRIMINATION
— IN GENERAL

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:

1. Race, color, or national origin;
2. Sex;
3. Religion;
4. Age (applies to individuals who are 40 years of age or older);
or
5. Disability.

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)

JOB QUALIFICATION

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. *42 U.S.C. 2000e-2(e); 29 U.S.C. 623(f)*

EMPLOYMENT
POSTINGS

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. *42 U.S.C. 2000e-3(b)*

HARASSMENT OF
EMPLOYEES

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. *42 U.S.C. 2000e et seq.; 29 CFR 1606.8(a), 1604.11 [See DIA]*

RETALIATION

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. *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); Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005) (Title IX)*

NOTICES

The District shall post in conspicuous places upon its premises a notice setting forth the information the Equal Employment Oppor-

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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.

TITLE IX / ADEA
COORDINATOR

The District designates the person occupying the position listed below to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and the Age Discrimination in Employment Act (ADEA), as amended:

Name: Toni Thompson

Position: Associate Superintendent, Human Resources
Department

Address: 141 Lavaca Street, San Antonio, TX 78210

Telephone: (210) 299-5656

ADA / SECTION 504
COORDINATOR

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

Name: Irma Hernandez

Position: Director, Employee Benefits/Risk Management

Address: 141 Lavaca Street, San Antonio, TX 78210

Telephone: (210) 299-5656

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.

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OBJECTIVE CRITERIA FOR PERSONNEL DECISIONS

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EMPLOYMENT
RESPONSIBILITIES OF
SUPERINTENDENT

The Superintendent shall establish administrative hiring and selection procedures that are consistent with contract policy and law and that are designed to promote employment decisions in the best interest of the District.

OBJECTIVE CRITERIA

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 from immediate supervisor.
6. Suitability for the position and professional competency.
7. Analysis of application.
8. Personal interview.
9. Evaluation by principal.
10. Evaluation by interview team member(s).
11. Review of criminal history record.
12. The needs of the District.

SUPPORT
PERSONNEL

Factors to determine the best qualified candidates for support personnel positions in the District are:

1. Analysis of application.
2. Evaluation of education and specified training for the position for which the candidate is applying.
3. Personal interview.
4. Professional and personal references.
5. Evaluation of typing skills for clerical and secretarial positions.
6. Related experiences.
7. Review of criminal history records.

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8. Review of driver record for positions that require driving.
9. Evaluation of written and/or actual demonstration of technical skills regarding job knowledge.

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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 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.

20 U.S.C. 6311(h)(6)

PROFESSIONAL
PERSONNEL
CERTIFICATE

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

A person employed by the District as an educational diagnostician before September 1, 2008, may continue employment with the District without obtaining a certificate or permit as an educational diagnostician so long as the person is employed by that District.

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)*

FAILURE OF
CERTIFICATION

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

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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]

LICENSE

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)*

SCHOOL DISTRICT
TEACHING PERMIT

The District may issue a school district teaching permit and employ as a teacher a person who does not hold a teaching certificate issued by SBEC, if the person 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 school district teaching permit remains valid unless the District issuing the permit revokes it 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. [See DK for Emergency Permits]

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.

HIGHLY QUALIFIED
STATUS

Pursuant to the No Child Left Behind Act of 2001, each district shall ensure that all teachers teaching in a program supported with funds under Title I, Part A of the ESEA (20 U.S.C. 6301 *et seq.*) are highly qualified.

'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.

GENERAL
EDUCATION
PROGRAM
CERTIFICATION

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

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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.

20 U.S.C. 6319(a)(1), 7801(23)

SPECIAL
EDUCATION
PROGRAM

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

CERTIFICATION
AND EDUCATION

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.

SUBJECT
MATTER
COMPETENCY

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.

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.

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;

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- 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 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)

PARAPROFESSIONAL
EMPLOYEES
CERTIFICATION

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

TITLE I PROGRAM

Each district receiving assistance under Title I, Part A of the ESEA 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

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- (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.

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.

20 U.S.C. 6319

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 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*

AED CERTIFICATION

Each school nurse, assistant school nurse, athletic coach or sponsor, physical education instructor, marching band director, cheerleading coach, and any other employee specified by the Commissioner must receive and maintain certification in the use of an AED from the American Heart Association, the American Red Cross, or a similar nationally recognized association. *Education Code 22.902 [See DMA]*

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]

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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

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. *Trans. Code 521.022(d); 37 TAC 14.14*

EMPLOYEE RECORDS
PROFESSIONAL
EMPLOYEES

The following records on professional personnel must be readily available for review by the Commissioner:

1. Credentials (certificate or license);
2. Service record(s) and any attachments;
3. Contract;
4. Teaching schedule or other assignment record; and
5. Absence from duty reports.

SERVICE RECORD

The basic document in support of the number of years of professional service claimed for salary increment purposes and both the state's sick and personal leave program data for all personnel is the service record (form FIN-115) or a similar form containing the same information. It is the responsibility of the issuing district to ensure that service records are true and correct and that all service recorded on the service record was actually performed.

The service record must be validated by a person designated by the District to sign service records. The service record shall be kept on file at the District. When employment with the District is terminated, the original service record, signed by the employee,

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shall be given to the employee upon request or sent to the next employing district. The District must maintain a legible copy for audit purposes.

19 TAC 153.1021(b), (d)

ACCESS TO
EMPLOYEE
RECORDS

With regard to public access to information in personnel records, custodians of such records shall adhere to the requirements of the Public Information Law. *Gov't Code 552* [See GBA]

Information in a personnel file is excepted from the requirements of the Public Information Law if the disclosure would constitute a clearly unwarranted invasion of personal privacy.

An employee of the District shall choose whether to allow public access to information in the District's custody that relates to the employee's home address, home telephone number, or Social Security number, or that reveals whether the person has family members.

Gov't Code 552.024, 552.102(a)

EMPLOYEE
RIGHT OF
ACCESS

All information in the personnel file of a District employee shall be made available to that employee or the employee's designated representative as public information is made available under the Public Information Law. An employee or an employee's authorized representative has a special right of access, beyond the right of the general public, to information held by the District that relates to the employee and that is protected from public disclosure by laws intended to protect the employee's privacy interests.

The District may not deny to the employee or his or her representative access to information relating to the employee on the grounds that the information is considered confidential by privacy principles under the Public Information Law. The District may assert as grounds for denial of access other provisions of the Public Information Law or other laws that are not intended to protect the employee's privacy interests.

If the District determines that information in the employee's records is exempt from disclosure under an exception of Government Code Chapter 552, Subchapter C, other than an exception intended to protect the privacy interest of the requestor or the person whom the requestor is authorized to represent, it shall submit a written request for a decision to the attorney general before disclosing the information. If a decision is not requested, the District shall release the information to the requestor not later than the tenth day after the request for information is received.

Gov't Code 552.023, 552.102(a); 552.307

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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 human resources department:

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

CONTRACT
PERSONNEL

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LEGAL)

DEFINITIONS

“Criminal history clearinghouse” (Clearinghouse) means the electronic clearinghouse and subscription service established by the Department of Public Safety (DPS) to provide criminal history record information to persons entitled to receive that information and to provide updates to such information. A person who is the subject of the criminal history record information requested must consent to the release of the information. *Gov’t Code 411.0845(a), (h)*

“Criminal history record information” (CHRI) means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, informations, and other formal criminal charges and their dispositions. *Gov’t Code 411.082(2)*

“National criminal history record information” (NCHRI) means criminal history record information obtained from DPS under Government Code Chapter 411, Subchapter F, and the Federal Bureau of Investigation (FBI) under Government Code 411.087. *Education Code 22.081(2)*

CERTIFIED PERSONS

The State Board for Educator Certification (SBEC) shall review the NCHRI of a person who is an applicant for or holder of a certificate and who is employed by or is an applicant for employment by the District. *Education Code 22.0831(c)*

NONCERTIFIED
EMPLOYEES

This section applies to a person who is not an applicant for or holder of a certificate from SBEC and who, on or after January 1, 2008, is offered employment by:

APPLICABILITY

1. The District; or
2. A shared services arrangement, if the employee’s or applicant’s duties are or will be performed on school property or at another location where students are regularly present.

NOTICES TO DPS
AND TEA

Before or immediately after employing or securing the services of a person subject to this section, the District shall send or ensure that the person sends to DPS information that DPS requires for obtaining NCHRI, which may include fingerprints and photographs.

The District shall provide TEA with the name of a person to whom this section applies. TEA shall examine the CHRI of the person and notify the District if the person may not be hired or must be discharged under Education Code 22.085.

CRIMINAL HISTORY

The District shall obtain all CHRI that relates to a person subject to this section through the Clearinghouse and shall subscribe to the CHRI of that person. The District may require the person to pay any fees related to obtaining the CHRI.

Education Code 22.0833

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LEGAL)

SUBSTITUTE TEACHERS APPLICABILITY	This section applies to a person who is a substitute teacher for the District or a shared services arrangement.
NOTICES TO DPS AND TEA	<p>The District shall send or ensure that a person to whom this section applies sends to DPS information required for obtaining NCHRI, which may include fingerprints and photographs.</p> <p>The District shall provide TEA with the name of a person to whom this section applies. TEA shall examine the CHRI and certification records of the person and notify the District if the person:</p> <ol style="list-style-type: none"><li data-bbox="431 689 1295 765">1. May not be hired or must be discharged as provided by Education Code 22.085; or<li data-bbox="431 786 1295 883">2. May not be employed as a substitute teacher because the person's educator certification has been revoked or is suspended.
ACCESS TO CRIMINAL HISTORY	<p>The District shall obtain all CHRI that relates to a person to whom this section applies through the Clearinghouse. The District may require the person to pay any fees related to obtaining the CHRI.</p> <p><i>Education Code 22.0836</i></p>
STUDENT TEACHERS APPLICABILITY CRIMINAL HISTORY	<p>This section applies to a person participating in an internship consisting of student teaching to receive a teaching certificate.</p> <p>A student teacher may not perform any student teaching until:</p> <ol style="list-style-type: none"><li data-bbox="431 1239 1295 1369">1. The student teacher has provided to the District a driver's license or another form of identification containing the person's photograph issued by an entity of the United States government; and<li data-bbox="431 1390 1295 1606">2. The District has obtained from DPS all CHRI that relates to a student teacher. The District may also obtain CHRI relating to a student teacher from any other law enforcement agency, criminal justice agency, or private consumer reporting agency. The District may require a student teacher to pay any costs related to obtaining the CHRI. <p><i>Education Code 22.0835</i></p>
COORDINATION OF EFFORTS	<p>TEA, SBEC, the District, and a shared services arrangement may coordinate as necessary to ensure that criminal history reviews authorized or required under Education Code Chapter 22, Subchapter C are not unnecessarily duplicated. <i>Education Code 22.0833(h)</i></p>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LEGAL)

ALL OTHER
EMPLOYEES

The District shall obtain CHRI that relates to a person who is not subject to an NCHRI review under Education Code Chapter 21, Subchapter C and who is an employee of:

1. The District; or
2. A shared services arrangement, if the employee's duties are performed on school property or at another location where students are regularly present.

The District may obtain the CHRI from:

1. DPS;
2. A law enforcement or criminal justice agency; or
3. A private consumer reporting agency.

Education Code 22.083(a), (a-1), (c); Gov't Code 411.097

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. *Gov't Code 411.097(d)* [See CNA]

SBEC NOTIFICATION

The Superintendent shall promptly notify SBEC in writing by filing a report with the TEA staff 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 by SBEC has a reported criminal history. *Education Code 22.087; 19 TAC 249.14(d)(1)* [See also DF]

Note: For criminal history record provisions regarding volunteers, see GKG. For provisions on employees of entities that contract with the District, see CH.

DISCHARGE OF
CONVICTED
EMPLOYEES

The District shall discharge or refuse to hire an employee or applicant for employment if the District obtains information through a CHRI review that:

1. The employee or applicant has been convicted of:
 - a. A felony under Penal Code Title 5;
 - b. An offense requiring registration as a sex offender under Code of Criminal Procedure Chapter 62; or
 - c. An offense under the laws of another state or federal law that is equivalent to an offense under paragraphs a or b; and

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LEGAL)

2. At the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.

EXCEPTION

However, the District is not required to discharge or refuse to hire an employee or applicant if the person committed an offense under Title 5, Penal Code and:

1. The date of the offense is more than 30 years before:
 - a. June 15, 2007, in the case of a person employed by the District as of that date; or
 - b. The date the person's employment will begin, in the case of a person applying for employment with the District after June 15, 2007; and
2. The employee or applicant for employment satisfied all terms of the court order entered on conviction.

CERTIFICATION TO
SBEC

Each school year, the Superintendent shall certify to the Commissioner that the District has complied with the above provisions.

SANCTIONS

SBEC may impose a sanction on an educator who does not discharge an employee or refuse to hire an applicant if the educator knows or should have known, through a criminal history record information review, that the employee or applicant has been convicted of an offense described above.

OPTIONAL
TERMINATION

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 207.044 (unemployment compensation).

Education Code 22.085 [See DF]

CONSUMER CREDIT
REPORTS

"Adverse action" includes a denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee.

DEFINITIONS

"Consumer report" includes any information from a consumer reporting agency that is used or expected to be used as a factor in establishing the person's eligibility for employment.

"Employment purposes" when used in connection with a consumer report means a report used for the purpose of evaluating a person for employment, promotion, reassignment, or retention as an employee.

15 U.S.C. 1681a

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LEGAL)

OBTAINING
REPORTS

The District may not procure a consumer report for employment purposes unless:

1. The District has provided the applicant or employee a written disclosure that a consumer report may be obtained for employment purposes; and
2. The applicant or employee has authorized in writing the procurement of the report.

ADVERSE ACTION

Before taking any adverse action based on the report, the District shall provide the applicant or employee a copy of the report and a written description of the person's rights under the Fair Credit Reporting Act, as prescribed by the Federal Trade Commission.

15 U.S.C. 1681b(b)(2)

DISPOSAL OF
RECORDS

The District must properly dispose of a consumer report by taking reasonable measures to protect against unauthorized access to or use of the information.

"Dispose" includes discarding or abandoning the consumer report, or selling, donating, or transferring any medium, including computer equipment, upon which the consumer report is stored.

Examples of reasonable measures include:

1. Burning, pulverizing, or shredding papers containing a consumer report so the information cannot practicably be read or reconstructed;
2. Destroying or erasing electronic media containing a consumer report so that the information cannot practicably be read or reconstructed; or
3. After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of the consumer report.

16 CFR 682.3

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LOCAL)

CRIMINAL HISTORY
RECORD

The District shall acquire criminal history record information in accordance with DBAA(LEGAL). The District shall discharge or refuse to hire employees in accordance with DBAA(LEGAL).

APPLICANTS FOR
EMPLOYMENT AND
/ OR VOLUNTEER
SERVICE

Information obtained pursuant to this policy shall be used only to evaluate an applicant who, in the opinion of the District, is a serious candidate for employment and may be offered a position or is a viable candidate for volunteer service. [See also GKG(LEGAL)] The District shall not issue any applicant a written contract or other offer of employment or allow him or her to volunteer until a criminal history record has been obtained and reviewed under the guidelines set forth in this policy.

Any applicant who fails or refuses to grant authorization for the District to conduct a criminal history check shall be deemed to have an incomplete application and shall not be eligible for consideration for employment or volunteer service.

An applicant shall not be employed by the District if he or she fails to disclose on the employment application any pending criminal charges, any disposition of a criminal case (including, but not limited to conviction, probation, or deferred adjudication, unless the individual has obtained an order of non-disclosure pursuant to Texas Government Code 411.081(d)-(h) or if he or she misrepresents any of the above. [See DC(LEGAL)]

No individual charged with a misdemeanor involving moral turpitude or a felony shall be considered for employment with the District until there is a final disposition of the charge. No individual convicted of or on probation or deferred adjudication for any misdemeanor involving moral turpitude or a felony shall be considered for employment with the District.

Additionally, the District may allow an individual with one or more felonies not involving moral turpitude or one or more misdemeanors not involving moral turpitude to serve as a volunteer if, in the District's sole discretion:

1. The individual is not considered a threat to students; and
2. The individual has redeemed himself or herself; or
3. Sufficient time has passed since the commission of the crime(s).

DEFINITION OF
MORAL
TURPITUDE

For purposes of this policy, moral turpitude is defined as "an act of baseness, vileness or depravity outside the accepted standards of decency that is inherently immoral or dishonest and that shocks the conscience of an ordinary person." *Ludwig v. State, 969*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LOCAL)

S.W.2d 22, 28 (Tex. App. — Forth Worth 1998, pet. ref'd). [See also DH(LOCAL)]

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 two or more acts are committed within any 12-month period; and
6. Acts constituting abuse under the Texas Family Code.

CURRENT
EMPLOYEES AND
CURRENT
VOLUNTEERS

At least once annually, the District shall obtain criminal history record information that relates to all persons employed by and volunteering for the District. The District may obtain such information directly or indirectly from any law enforcement or criminal justice agency.

The District shall obtain information regarding crimes prior to September 1, 1989, but shall not utilize any such information unless said information demonstrates that the employee failed to disclose any conviction, probation or deferred adjudication, committed a crime involving moral turpitude, violence toward a person, or injury or indecency with a child.

An employee or volunteer who did not disclose a prior criminal history when requested at or prior to the time of employment or at the time that volunteering commenced may be recommended for termination, and in the case of volunteers, shall no longer be permitted to volunteer. Employees and volunteers who did not have a criminal history at the time of application and were involved in an incident that resulted in a criminal history after their respective relationships with the District began shall be reviewed on a case-by-case basis and disciplinary action up to and including termination may result.

NOTIFICATION
REQUIREMENT

Employees and volunteers shall notify the Superintendent or designee if they are arrested, charged with, convicted of, or granted probation or deferred adjudication after a plea of guilty, not guilty, or *nolo contendere*, or if they have entered a plea of *nolo conten-*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LOCAL)

dere to any misdemeanor involving moral turpitude or any felony. Such notice shall be in writing and delivered within three working days of the event being reported. Failure to properly notify the Superintendent or designee shall constitute grounds for termination.

Any employee or volunteer placed on court-ordered supervision, including deferred adjudication and probation may be recommended for termination based upon the underlying facts that led to the employee or volunteer being placed on court-ordered supervision. For the purposes of a termination hearing, the facts to which the individual pleaded in order to be placed on court-ordered supervision shall be presumed to exist and to be true and correct.

The District may suspend or terminate the employment or volunteer service of any person convicted of any felony or any misdemeanor if the crime directly relates to his or her fitness for duty, his or her job duties and responsibilities, or adversely affects his or her job effectiveness or the mission of the District.

Any contractual or noncontractual employee who is under felony indictment may be reassigned, placed on administrative leave with or without pay, or recommended for suspension with or without pay pending adjudication of his or her case.

A volunteer under felony indictment may be asked to cease volunteering pending adjudication of his or her case.

After notification of a proposed suspension without pay or employment termination, a contract employee may request a hearing in accordance with (LEGAL) policies at DFAA, DFBA, or DFCA.

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)]

Personnel desiring to return to duty from a health leave may be required to submit to a medical evaluation to determine the ability of the employee to return to full duty. The school physician is authorized to designate the physician or physicians to perform a complete evaluation at the expense of the District before the individual is returned to duty status.

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]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LOCAL)

TERMINATION OF
EMPLOYMENT

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

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. *Penal Code 36.08(d)*

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)*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LEGAL)

EXCEPTIONS

“Illegal Gifts to Public Servants” does not apply to:

- a. A fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a public servant;
- b. A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;
- c. A benefit to a public servant required to file a statement under Chapter 572, Government Code, or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 - (1) The benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (2) The benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
- d. A political contribution as defined by Title 15, Election Code;
- e. An item with a value of less than \$50, excluding cash or a negotiable instrument as described by Business and Commerce Code 3.104;
- f. An item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity; or
- g. Food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

Penal Code 36.10

HONORARIA AND
EXPENSES

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LEGAL)

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:

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.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LEGAL)

“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*

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)*

CONFLICT
DISCLOSURE
STATEMENT

The District may extend the requirements of Local Government Code 176.003 and 176.004 [see BBFA] to any employee of the District who has the authority to approve contracts on behalf of the District, including a person designated as the representative of the District for purposes of Local Government Code Chapter 271. The District shall identify each employee made subject to Sections 176.003 and 176.004 and shall provide a list of the identified employees on request to any person. The District may reprimand, suspend, or terminate the employment of an employee who knowingly fails to comply with such requirements.

An employee commits a Class C misdemeanor if the employee knowingly violates the requirements. It is an exception to the application of the above penalty, however, that the employee filed the disclosure statement not later than the seventh business day after the person received notice from the District of the alleged violation.

Local Gov't Code 176.005

DEFINITION OF
“CONTRACT”

“Contract” means a written agreement for the sale or purchase of real property, goods, or services. *Local Gov't Code 176.001(1-d)*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LEGAL)

PERSONAL SERVICES
PERFORMED BY
SUPERINTENDENT

The Superintendent may not receive any financial benefit for personal services performed by the Superintendent for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing personal services for any other entity, including a school district, open-enrollment charter school, regional education service center, or public or private institution of higher education, must be approved by the Board on a case-by-case basis in an open meeting. The receipt of reimbursement for a reasonable expense is not considered a financial benefit. *Education Code 11.201(e)*

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 the Superintendent or designee 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.

SPECIFIC
DISCLOSURES
SUBSTANTIAL
INTEREST

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee or a relative in the first degree has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent.

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

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.

ANNUAL FINANCIAL
MANAGEMENT
REPORT

The Superintendent, as the executive officer of the District, shall provide in a timely manner to the District information necessary for the District's annual financial management report. [See BF]

[See BBFA]

GIFTS TO EMPLOYEES

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA]

A full-time District employee who influences buying is prohibited from working for any person or entity, other than an institution of higher education, that the employee knows is interested in or likely to become interested in any contract, purchase, or transaction with the District or with any person or entity that already does business with the District. This provision shall not apply to honoraria or expenses authorized by Texas Penal Code Section 36.07. Violation of this policy may be grounds for termination.

No employee shall accept a gift that violates UIL rules.

Before giving any presents, meals or other gifts to show appreciation to coaches, sponsors, and/or students, booster clubs shall obtain approval from the principal and athletic director or fine arts director in order to ensure that UIL rules are not violated. This policy shall not prohibit the giving of a gift by a booster club or any other organization; however, it shall be noted that it is contrary to UIL rules for a booster club or any other organization to give a

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

coach, music director or sponsor of any UIL event more than \$300 per year as any type of gift.

ENDORSEMENTS

An employee shall not recommend or endorse any product, material, or service used by the District:

1. In which the employee has a financial interest; and/or
2. That is sold by a company that employs the employee during nonschool hours.

Further, an employee shall not require parents, or individuals to purchase any product or service from a company that employs him or her or in which the employee has a financial interest.

SALES

Employees shall not use their positions with the District to attempt to sell products or services. Employees shall not act as spokespersons for products used by the District nor shall they recommend or endorse products used or purchased by the District.

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, as defined in Local Government Code 171.002 — 2 pages
- Exhibit B: Affidavit Disclosing Interest in Property, under Government Code Chapter 553, Subchapter A — 2 pages

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 BEXAR

I, _____ (*name*), as an employee of San Antonio ISD, 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 _____

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(EXHIBIT)

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BEXAR

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 BEXAR

I, _____ (*name*), as Superintendent of San Antonio ISD, make this affidavit and hereby on oath state the following:

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

The property is described as follows:

_____.

The nature, type, and amount of interest, including but not limited to percentage of ownership, 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 contains the information required by Section 553.002, Government Code.

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

Signature of Superintendent _____

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BEXAR

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
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 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:

1. The person is related to the public official by consanguinity (blood) within the third degree or by affinity (marriage) within the second degree [see below]; or
2. 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.

Gov't Code 573.002, 573.041; Atty. Gen. Op. JC-184 (2000)

INDEPENDENT CONTRACTOR The nepotism law governs the hiring of an individual, whether the employee is hired as an individual or an independent contractor.
Atty. Gen. Op. DM-76 (1992)

SUPERINTENDENT COUNTIES WITH POPULATION 35,000 OR MORE In a district located wholly in, or whose largest part is located in, a county with a population of 35,000 or more, if, under the employment policy [see DC], the Board delegates to the Superintendent the final authority to select District personnel:

1. The Superintendent is a public official for purposes of the nepotism prohibitions only with respect to a decision made under that delegation of authority; and
2. Each member of the Board remains subject to the nepotism prohibitions with respect to all District employees.

For purposes of this provision, a person hired by the District before September 1, 2007, is considered to have been in continuous employment [see CONTINUOUS EMPLOYMENT, below] and is not prohibited from continuing employment with the District subject to the abstention requirements.

Education Code 11.1513(f)–(h)

COUNTIES WITH POPULATION LESS THAN 35,000 In a district located wholly in, or whose largest part is located in, a county with a population of less than 35,000, to the extent the Board has delegated final hiring authority to the Superintendent to select personnel [see DC], the Superintendent is a “public official” for purposes of the nepotism laws. *Atty. Gen. Op. GA-123 (2003)* [See BBFB]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

COMPENSATION OF
PROHIBITED
EMPLOYEE

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. *Gov't Code 573.083*

CONSANGUINITY

Two persons are related to each other by consanguinity (blood) 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 for this purpose. *Gov't Code 573.022*

An individual's relatives within the third degree by consanguinity are the individual's:

1. Parent or child (first degree);
2. Brother, sister, grandparent, or grandchild (second degree); and
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

Two persons are related to each other by affinity (marriage) 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 or officer of the District only until the youngest child of the marriage reaches the age of 21 years.

Gov't Code 573.024

A husband and wife are related to each other in the first degree by affinity. For other relationships, the degree of 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.

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

1. The person's spouse;

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

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

Gov't Code 573.025

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)*

EXCEPTIONS
CONTINUOUS
EMPLOYMENT
(‘GRANDFATHER
CLAUSE’)

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:

1. Thirty days, if the public official is appointed; or
2. Six months, if the public official is elected.

Gov't Code 573.062(a)

RETIREEES

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. *Atty. Gen. Op. JC-442 (2001)*

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. *Atty. Gen. Op. GA-177 (2004)*

ABSTENTION

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. *Gov't Code 573.062(b)*

A “change in status” includes a reassignment within an organization, whether or not a change in salary level accompanies the reassignment. *Atty. Gen. Op. JC-193 (2000)*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

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. *Atty. Gen. Op. DM-46 (1991)*

SUBSTITUTE TEACHER	The nepotism prohibitions do not apply to appointment or employment of a substitute teacher. <i>Gov’t Code 573.061</i>
BUS DRIVER COUNTIES WITH POPULATION LESS THAN 35,000	In a district located wholly in, or whose largest part is located in, a county with a population of less than 35,000, the nepotism prohibitions do not apply to an appointment or employment of a bus driver. <i>Gov’t Code 573.061(4)</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; and2. 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. <p><i>Gov’t Code 573.044</i></p>
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. <i>Atty. Gen. L.A. No. 80 (1974)</i>
PENALTIES	<p>An individual who violates the nepotism prohibitions shall be removed from his or her position. <i>Gov’t Code 573.081, 573.082.</i></p> <p>An individual who violates Government Code 573.041 [see NEPOTISM PROHIBITED], 573.062(b) [see CONTINUOUS EMPLOYMENT and ABSTENTION, above], or 573.083 [see COMPENSATION OF PROHIBITED EMPLOYEE] commits an offense involving official misconduct. <i>Gov’t Code 573.084</i></p>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LOCAL)

DISCLOSURE APPLICANTS	<p>The District shall require all individuals at the time of completing an application for employment to disclose in writing if they are, or believe they are, related to a member of the Board.</p> <p>All written disclosures required from applicants shall be obtained by the Human Resources Department, which is generally responsible for processing applicants for employment.</p>
BOARD TRUSTEES	<p>At the time of election or reelection to the Board, or upon becoming aware at any time of a relation to an applicant or employee that may be a violation of the nepotism policy [see DBE(LEGAL)], the Board member shall meet with the Superintendent and identify in writing the names of District employees or job applicants to whom the Board member is or will become related.</p>
INVESTIGATION	<p>The employees or applicants identified to be or become related to a Board member shall complete the Disclosure Form [see DBE (EXHIBIT)] to determine compliance with the applicable law. The Superintendent or designee shall investigate and determine compliance with the nepotism policy as well as all employment status issues (promotions, change of status, and the like) relating to employees or applicants identified to be or become related to a Board member. The Superintendent shall report the results of the investigation and make a recommendation to the Board for appropriate action, if any.</p>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(EXHIBIT)

The exhibits on the following pages apply to relationships that have been prohibited by law or policy:

Exhibit A: Relationships that Violate the Nepotism Law — 1 page

Exhibit B: Nepotism Disclosure — 1 page

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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

Exhibit A

San Antonio Independent School District
Relationships that Violate the Nepotism Law

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
(Marriage) Kinship

Board member's spouse is the prospective employee.

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.

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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(EXHIBIT)

Exhibit B

San Antonio Independent School District
Nepotism Disclosure

Printed Name _____
Last First Middle Initial

Social Security No. _____

School/Department Employed At _____

Please check the applicable statement. Refer to Exhibit A for examples of relationships to which this disclosure may apply.

I am not related, nor to the best of my knowledge will become related, to a Trustee.

I am related or will become related to a Trustee.

Please identify:

(a) To whom you are related: _____

(b) The nature of the relationship: _____

(c) If you will become related to a Trustee, when this will occur: _____

I understand that I have a duty to report to my supervisor when I know I have become or will become related to a Trustee. **I also understand that failure to correctly complete and submit this form or to provide my supervisor with additional information about changes in these relationships will result in disciplinary action up to and including termination of employment.**

Signature of Employee _____

Date _____

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NONSCHOOL EMPLOYMENT

DBF
(LOCAL)

Employment with the District shall be the employee's primary employment. No outside job or other activity for profit shall interfere with the employee's performance in the District.

NONSCHOOL
TUTORING

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

PEACE OFFICERS

A peace officer employed by the District shall have his or her jurisdiction to act as a Texas peace officer limited to employment with the San Antonio Independent School District.

District peace officers shall not otherwise use their commissions as Texas peace officers to engage in the performance of police, peace officer, or security duties, nor shall they wear the uniform, or any part thereof, nor use the equipment issued by the District, nor act under their commissioning as Texas peace officers for themselves or any other person or employer.

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:
SUPERINTENDENT	1. The Board employs and evaluates the Superintendent;
SELECTION OF PERSONNEL	2. 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	3. 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	4. Notice will be provided of vacant positions [see POSTING OF VACANCIES, below].
EMPLOYEE GRIEVANCES	<p>The employment policy must provide each employee with the right to present grievances to the Board. [See DGBA]</p> <p>The policy may not restrict the ability of an employee to communicate directly with a member of the Board regarding a matter relating to the operation of the District, except that the policy may prohibit ex parte communication relating to:</p> <ol style="list-style-type: none">1. A hearing under Education Code Chapter 21, Subchapter E (Term Contracts) or F (Hearing Examiners); and2. Another appeal or hearing in which ex parte communication would be inappropriate pending a final decision by the Board. <p><i>Education Code 11.1513</i></p>
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 11.1513(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 11.170</i>

EMPLOYMENT PRACTICES

DC
(LEGAL)

SUPERINTENDENT
RECOMMENDATION

The Board may accept or reject the Superintendent's recommendation regarding the selection of District personnel and shall include the Board's acceptance or rejection in the minutes of the Board's open meeting, in the certified agenda or tape recording of a closed meeting, or in the recording required under Government Code 551.125 or 551.127, as applicable. If the Board rejects the Superintendent's recommendation, the Superintendent shall make alternative recommendations until the Board accepts a recommendation. *Education Code 11.1513*

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:

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 11.1513(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. *Education Code 11.1513(e)*

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. *Education Code 21.002*

EMPLOYMENT PRACTICES

DC
(LEGAL)

“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. *Education Code 5.001(2)*

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. <i>Gov’t Code 824.6022, 825.403(k); 34 TAC 31.2</i>
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 the District based on TEA’s acute shortage area guidelines. The guidelines must include: <ol style="list-style-type: none"><li data-bbox="435 1597 883 1621">1. A list of acute shortage areas;<li data-bbox="435 1651 1275 1709">2. Suggested criteria for identifying local acute shortage areas; and<li data-bbox="435 1739 1289 1841">3. A requirement that a certified applicant for a position as a classroom teacher who is not a retiree be given preference in hiring. <i>Gov’t Code 824.602(m)</i>

EMPLOYMENT PRACTICES

DC
(LEGAL)

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.

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.

EMPLOYMENT PRACTICES

DC
(LEGAL)

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 the 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
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.

Privacy Act of 1974, Pub. L. No. 93-579, sec. 7(b), 88 Stat. 1896, 1897 (1974)

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.
POSTING 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 may apply for any vacancy for which they have appropriate qualifications.
APPLICATIONS	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.
SELECTION OF PERSONNEL	<p>The Superintendent has sole administrative authority to make recommendations to the Board regarding the selection of contractual personnel.</p> <p>The Superintendent shall establish the duties and responsibilities of all District personnel.</p>
EMPLOYMENT OF CONTRACTUAL PERSONNEL	Final authority for selection and employment of classroom teachers, librarians, nurses, counselors, and other certified contractual personnel with a classification of job group 6 or lower in the compensation manual, with the exception of assistant principals, shall be given to the Superintendent or designee. Final authority for selection and employment of assistant principals and positions with a job group 7 or higher in the compensation manual, shall be retained by the Board. [See DCA, DCB, DCC, and DCE as appropriate]
EMPLOYMENT OF NONCONTRACTUAL PERSONNEL	The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]
EXIT INTERVIEWS AND EXIT REPORTS	An exit interview/survey shall be conducted, if possible, for every employee who leaves employment with the District.

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
PROBATIONARY CONTRACTS

DCA
(LOCAL)

GENERAL
PROVISIONS

An employee shall not be offered a regular term or continuing contract without first completing the maximum permissible probationary contract period(s) authorized by Education Code 21.202. Each probationary period shall consist of a full employment year or shall not qualify as a year of probationary employment under this policy. [See DCA(LEGAL)]

EMPLOYMENT PRACTICES
EDUCATOR TERM CONTRACTS

DCB
(LEGAL)

REQUIREMENTS CERTIFICATE	<p>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]</p>
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	<p>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]</p>
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	<p>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></p>
PROPERTY INTEREST	<p>There is no property interest in a term contract beyond its term. <i>Education Code 21.204(e)</i></p>

EMPLOYMENT PRACTICES
EDUCATOR TERM CONTRACTS

DCB
(LOCAL)

ELIGIBLE POSITIONS The Board may employ by term contract the following categories of employees: central office administrators and supervisors, non-teaching professional certified personnel, campus administrators, counselors, teachers, and teacher/coaches.

All term contracts shall be in writing on a form provided by the Board, setting forth the length of the contract and other terms and conditions of employment. In most circumstances, contracts shall not be for specific assignments but shall indicate employment as "professional" or other general employment category. No term contract shall be valid or binding on the Board until approved by Board action. Contracts shall be signed by the employee and the Board President or other designated Board member.

Term contracts shall be offered to employees new to the District only after the probationary period is completed.

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

EMPLOYMENT PRACTICES
CONTINUING CONTRACTS

DCC
(LOCAL)

ELIGIBLE POSITIONS

The Board may employ teachers, librarians, and nurses, under continuing contracts. Teachers employed as “teacher/coaches” shall be employed under probationary or term contracts. All contract personnel who are eligible for continuing contracts may be offered term contracts when the Superintendent and/or the Board determines that special conditions exist that may warrant term contract employment.

Continuing contracts shall not be granted to contract personnel employed by the District for the first time or if the employee has not been employed by the District for two full consecutive years, except as provided in Education Code 21.102. [See DCA(LEGAL)]

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LEGAL)

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 922 [Tex. App.—Houston [1st Dist.] 1993, no writ]

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, 882 S.W.2d 635, 638 (Tex. App.—Beaumont 1994, writ denied)

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, 379 U.S. 203 (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)

Personnel employed on an at-will basis include but are not limited to employees in the following categories: some noncertified professionals, paraprofessionals, and classified positions (such as food service, custodial, maintenance, bus drivers, and department of safety personnel).

ASSIGNMENT AND
EVALUATION

The Superintendent or designee has sole authority to notify employees of assignments, compensation rates, and special conditions of employment, which shall not be in conflict with the budget, the Board-adopted compensation plan, or Board policy.

Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with administrative procedures. [See DN(LOCAL)]

REASONABLE
ASSURANCE OF
EMPLOYMENT

At-will employees in positions normally requiring less than 12 months of service annually and 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(LEGAL)]

DISMISSAL

At-will employees may be dismissed at any time for any reason not prohibited by law, as determined by the Superintendent or designee. [See DCD(LEGAL)] At-will employees who are dismissed shall receive pay through the end of the last day worked.

APPEAL TO BOARD

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

The Superintendent or designee may, if he or she determines it is in the best interest of the District, review the dismissal in accordance with DGBA(LOCAL), prior to review by the Board.

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); *Bd. 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); *Bd. 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*, 512 F.2d 72 (5th Cir. 1975)

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. 924 (1997)

COMPENSATION AND BENEFITS
SALARIES AND WAGES

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.

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

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

“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*

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.

“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.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

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]

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*

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. *Education Code 21.106*

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. *Education Code 21.105*

DEFINITION

For purposes of the designation of compensation as health care supplementation, "employee" means an active, contributing member of TRS who:

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); and
4. Is not an individual performing personal services for the District as an independent contractor.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

Education Code 22.101(2)

FAIR LABOR
STANDARDS ACT
MINIMUM WAGE

Unless an exemption applies, the District shall pay each of its employees not less than minimum wage. *29 U.S.C. 206(a)(1)*

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. *29 U.S.C. 207(a)(1); 29 CFR part 778*

COMPENSATORY
TIME
ACCRUAL

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.

An employee may accrue not more than 240 hours of compensatory time. If the employee's overtime work included a public safety 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)*

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

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 employees upon hire, publishing the policy in an employee handbook, or publishing the policy on the District's intranet. <i>29 CFR 541.600, .602(a), .603</i>
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. <i>29 CFR 516.2</i>
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: <ol style="list-style-type: none"><li data-bbox="431 1662 1275 1795">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<li data-bbox="431 1823 1275 1920">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 AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

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
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 retired from the retirement system before September 1, 2005.

Gov't Code 825.4092; Insurance Code 1575.204

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LOCAL)

	<p>The Superintendent shall recommend to the Board for approval compensation plans for all District employees. Compensation plans may include wage and salary structures.</p>
PAY ADMINISTRATION	<p>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 plans 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.</p>
ANNUAL PAY INCREASES	<p>If feasible, based on the economic status of the District, the Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine annual increases for individual employees, within budgeted amounts.</p>
MID-YEAR PAY INCREASES CONTRACT EMPLOYEES	<p>A contract employee's pay shall not be increased after performance on the contract has begun unless there is a change in the employee's job assignment or duties that warrants additional compensation. Any such changes in pay during the term of the contract shall require Board approval.</p>
NONCONTRACT EMPLOYEES	<p>The Superintendent may grant a pay increase to a noncontract employee after duties have begun only when there is a change in the employee's job assignment or duties, or when an adjustment in the market value of the job warrants additional compensation. The Superintendent shall report any such pay increases to the Board at the next regular meeting.</p>
CLASSIFICATION OF POSITIONS	<p>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 (FLSA).</p>
EXEMPT	<p>The District shall pay employees who are exempt from the overtime requirements of the FLSA on a salary basis. The salaries of all eligible employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.</p> <p>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.</p>

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LOCAL)

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.

PRIOR WRITTEN
APPROVAL

Nonexempt employees shall not work overtime without prior written approval of their supervisor. An employee who works overtime without prior approval is subject to disciplinary action but shall be compensated in accordance with the FLSA.

COMPENSATORY
TIME

Compensatory time in lieu of overtime monies shall be accrued for overtime hours awarded at the standard rate (straight time) or the premium rate (one-and-a-half times the employee's regular rate of pay) in accordance with the FLSA. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay. Compensatory time earned by nonexempt employees may not accumulate beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of overtime, the employee will be required to take compensatory time or, at the District's option, will receive overtime pay.

Compensatory time shall be used within the duty year in which it is earned. Exceptions can be approved by the Superintendent or designee. The District shall pay an employee overtime for all unused compensatory time remaining at the end of the fiscal year. 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 District employees shall be 12:00 a.m. Saturday until 11:59 p.m. Friday.

COMPENSATION AND BENEFITS
INCENTIVES AND STIPENDS

DEAA
(LEGAL)

TEXAS EDUCATOR
EXCELLENCE GRANT

The Texas Educator Excellence Grant is an annual grant program under which the District may receive a grant on behalf of an eligible campus as an award for student achievement. Funds from the program will be distributed to a district, on behalf of an eligible campus, that submitted an approved campus incentive plan developed in accordance with Education Code 21.654 and 19 TAC 102.1071(c).

SUBMISSION OF
APPLICATION

The District must act pursuant to its local Board policy for submitting a campus incentive plan and grant application to TEA. The Board may either vote to submit a grant application or designate the Superintendent to submit the application on the Board's behalf. The Superintendent may act on previously delegated authority regarding the submission of the grant(s).

EXCLUSION OF
CERTAIN
TEACHERS

A campus or the District may choose to exclude from receiving an incentive award a teacher who has transferred or retired or who works part-time on a campus eligible to receive grant funds. In such instance, the campus incentive plan must reflect the campus/District policies with regard to such a teacher at the program start date.

AMOUNT OF
AWARDS

Each individual incentive should be no less than \$3,000 and no more than \$10,000 per teacher to the extent practicable.

NO APPEALS

The following decisions of the Board relating to the program are not appealable to the Commissioner:

1. A decision to approve and/or submit an incentive plan and/or grant application;
2. A local grievance decision as to whether an award was made in compliance with the approved plan;
3. A decision as to whether award amounts between \$3,000 and \$10,000 per teacher are practicable.

19 TAC 102.1071

CONTRACT
PROVISION

The District shall provide in employment contracts that qualifying employees may receive an incentive payment under the Educator Excellence Award Program and Student Achievement Awards Program if the District participates in one of these programs. The District shall indicate that any incentive payment distributed is considered a payment for performance and not an entitlement as part of an employee's salary. *Education Code 21.415*

MENTOR TEACHERS

The District may assign a mentor teacher to each classroom teacher who has less than two years of teaching experience. A teacher assigned as a mentor must:

COMPENSATION AND BENEFITS
INCENTIVES AND STIPENDS

DEAA
(LEGAL)

1. Teach in the same school;
2. To the extent practicable, teach the same subject or grade level, as applicable; and
3. Meet the qualifications prescribed by Commissioner's rules.

The Commissioner's rules must require that a mentor teacher:

1. Complete a research-based mentor and induction training program approved by the Commissioner;
2. Complete a training program provided by the District; and
3. Have at least three complete years of teaching experience with a superior record of assisting students, as a whole, in achieving improvement in student performance.

The District may apply to the Commissioner for funds for a mentor teacher program. The District may use the funds only for providing:

1. Mentor teacher stipends;
2. Scheduled time for mentor teachers to provide mentoring to assigned classroom teachers; and
3. Mentoring support through providers of mentor training.

Education Code 21.458

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 102.1011(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:

COMPENSATION AND BENEFITS
INCENTIVES AND STIPENDS

DEAA
(LEGAL)

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 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 102.1015(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*

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
INCENTIVES AND STIPENDS

DEAA
(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]

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.

EDUCATOR
INCENTIVE
PROGRAMS

The Superintendent shall have authority to submit incentive plans and grant applications for incentive programs to TEA, on behalf of the Board. The incentive plans shall address teacher eligibility, including any exclusions.

[See also DEA regarding stipends for noncontractual supplemental duties.]

TERMINATION OF EMPLOYMENT

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)*

DISCHARGE OF
CONVICTED
EMPLOYEES

The District shall discharge an employee if the District obtains information through a criminal history record information (CHRI) review that:

1. The employee has been convicted of:
 - a. A felony under Penal Code Title 5;
 - b. An offense requiring registration as a sex offender under Code of Criminal Procedure Chapter 62; or
 - c. An offense under the laws of another state or federal law that is equivalent to an offense under paragraphs a or b; and
2. At the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.

EXCEPTION

However, the District is not required to discharge an employee if the person committed an offense under Title 5, Penal Code, and:

1. The date of the offense is more than 30 years before June 15, 2007; and
2. The employee satisfied all terms of the court order entered on conviction.

CERTIFICATION TO
SBEC

Each school year, the Superintendent shall certify to the Commissioner that the District has complied with the above provisions.

SANCTIONS

The State Board for Educator Certification (SBEC) may impose a sanction on an educator who does not discharge an employee if the educator knows or should have known, through a criminal history record information review, that the employee has been convicted of an offense described above.

OPTIONAL
TERMINATION

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 dis-

TERMINATION OF EMPLOYMENT

DF
(LEGAL)

close to SBEC or the District. An employee so discharged is considered to have been discharged for misconduct for purposes of Labor Code 207.044 (unemployment compensation).

Education Code 22.085 [See DBAA]

CERTAIN OFFENSES
AGAINST CHILDREN

A district that receives notice under Education Code 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.

DISTRICT'S
OPTIONS

After an employee receives notice that the employee's contract is void the District may:

1. Terminate the employee;
2. Suspend the employee with or without pay; or
3. 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.

An employee whose contract is void is not entitled to the minimum salary prescribed by Education Code 21.402.

NO APPEAL OR
CHAPTER 21
HEARING

The 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.

TERMINATION OF EMPLOYMENT

DF
(LEGAL)

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; <u>Nunez v. Simms</u>, 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	1. An educator employed by or seeking employment by the District has a criminal record;
ASSESSMENT INSTRUMENT	2. The educator engaged in conduct that violated the assessment instrument security procedures established under Education Code 39.0301; or
RESIGNATION	3. 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 4(a)–(e), below [see DFE];
TERMINATION	4. An educator’s employment at the District was terminated based on a determination that the educator: <ul 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;d. Attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or license for the purpose of promotion or additional compensation; ore. Committed a criminal offense or any part of a criminal offense on school property or at a school-sponsored event. <p>“Abuse” has the meaning assigned by Family Code 261.001 and includes any sexual conduct involving an educator and a student or minor.</p>
REPORTS	<p>The Superintendent must file a report with SBEC within seven calendar days after first learning about an alleged incident of miscon-</p>

TERMINATION OF EMPLOYMENT

DF
(LEGAL)

duct 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 of the District 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 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)

GROUND 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 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)

GROUND FOR NONRENEWAL	The Board may terminate a term contract for a financial exigency that requires a reduction in personnel. <i>Education Code 21.211(a)</i>
REASONS	The Board shall establish by policy reasons for nonrenewal at the end of a school year. <i>Education Code 21.203(b)</i>
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]
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 re-new 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	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>

TERM CONTRACTS
NONRENEWAL

DFBB
(LEGAL)

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.

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

HEARING EXAMINER

The Board may use the process described at DFD. *Education Code 21.207*

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 a duty or responsibility.
3. Incompetency or inefficiency in the performance of duties, regular or assigned.
4. Inability to maintain discipline in the classroom or 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 procedures.
7. Excessive absences.
8. Conducting personal business during school hours that 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, when no other available vacancy exists for which the employee is qualified.
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. Failure to meet the District's standards of professional conduct.
14. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

- involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
15. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH (LOCAL); and conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
 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, any reason specified in the employee's employment contract, or any special condition of employment reflected by the 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 that the administration has determined has been caused, in whole or in part, by failure to correct a known deficiency.
 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.
 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.
29. Failure to achieve or maintain "highly qualified" status as required by federal guidelines or state guidelines for the employee's assignment. To be "highly qualified" under federal guidelines, a teacher must have at least a bachelor's degree, full state certification, and demonstrated competency in the core academic subject area assigned.
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 who have a right to know.
32. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
33. For teachers who also perform supplemental duties: failure to comply with the duties and responsibilities established for the supplemental duty position and failure to comply with any code of ethics applicable to the supplemental duty position.
34. 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 for 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. The Board will conduct the nonrenewal hearing, if one is requested, unless the Board specifically

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

	<p>decides that the hearing will be conducted by an independent hearing examiner.</p>
<p>NOTICE OF PROPOSED RENEWAL OR NONRENEWAL</p>	<p>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.</p> <p>In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see HEARING BY THE BOARD, below] or an independent hearing examiner [see HEARING BY A HEARING EXAMINER, below] will conduct the hearing.</p>
<p>HEARING BY A HEARING EXAMINER</p>	<p>If the Board has determined that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee must file a written request with the Commissioner of Education not later than the 15th day after receiving the notice of the proposed nonrenewal. The employee must provide a copy of this request to the Board.</p>
<p>HEARING PROCEDURE</p>	<p>The hearing shall be conducted in accordance with the independent hearing procedures detailed at DFD(LEGAL).</p>
<p>BOARD DECISION</p>	<p>Following the hearing, the Board shall take appropriate action in accordance with DFD(LEGAL).</p>
<p>HEARING BY THE BOARD</p>	<p>If the Board has chosen to conduct the nonrenewal hearing rather than use an independent hearing examiner, and the employee desires a hearing, the employee shall notify the Board in writing not later than the 15th day after receiving the notice of proposed nonrenewal. The hearing shall be held not later than the 15th day after receipt of the employee's request for a hearing, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.</p>
<p>HEARING PROCEDURE</p>	<p>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 repre-</p>

sentative. 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.

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.

The notices on the following pages are provided to meet requirements established by law or policy:

- Exhibit A: NOTICE OF PROPOSED CONTRACT NONRENEWAL should be used for an employee whose contract has been recommended for nonrenewal and for whom the Board has decided to conduct the hearing.
- Exhibit B: NOTICE OF PROPOSED CONTRACT NONRENEWAL should be used for an employee whose contract has been recommended for nonrenewal and for whom the Board has decided to have an independent hearing examiner conduct the hearing, if one is requested.

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EXHIBIT A

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 has voted to propose the nonrenewal.

This notice is given pursuant to the provisions of Section 21.206 of the Texas Education Code, as amended in 1995.

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

[List all reasons in detail]

Any hearing on this proposed action will be conducted by the Board of Trustees.

If you desire a hearing, not later than the 15th day after receiving this written notice, you must notify the Board of Trustees in writing of that request. The Board shall provide a hearing to be held not later than the 15th day after receiving 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 and 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

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EXHIBIT B

NOTICE OF PROPOSED CONTRACT NONRENEWAL
(FOR HEARINGS CONDUCTED BY A HEARING EXAMINER)

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 has voted to propose the nonrenewal.

This notice is given pursuant to the provisions of Section 21.206 of the Texas Education Code, as amended in 1995.

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

[List all reasons in detail]

The Board has decided that if you desire a hearing, it will be conducted by an independent hearing examiner.

If you desire a hearing, you must file a written request with the commissioner not later than the 15th day after the date you receive this notice and provide the Board with a copy of that request. The commissioner shall assign a hearing examiner not later than the 10th business day after receiving your written request. 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 and make a determination upon the Superintendent's recommendation not later than the 30th day after the date the notice of proposed nonrenewal was sent to you.

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 and the policy on the procedures for a hearing by the hearing examiner.

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

Date: _____ By: _____

President, Board of Trustees

_____ ISD

CONTINUING CONTRACTS
SUSPENSION/TERMINATION

DFCA
(LEGAL)

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 [See DFD]</i></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).

TERMINATION OF EMPLOYMENT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

APPLICABILITY

This hearing process applies only if an employee requests a hearing after receiving notice of a proposed decision to:

1. Terminate a continuing contract at any time;
2. Terminate a probationary or term contract before the end of the contract period; or
3. Suspend without pay.

It does not apply to a decision to:

1. Terminate a probationary contract at the end of the contract term; or
2. Not renew a term contract, unless the Board has adopted this process for nonrenewals.

Education Code 21.251

REQUEST FOR
HEARING

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. *Education Code 21.253*

ASSIGNMENT OF
HEARING EXAMINER
BY AGREEMENT

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.

BY APPOINTMENT

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.

REJECTION

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

TERMINATION OF EMPLOYMENT
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 EMPLOYMENT
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 EMPLOYMENT
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 EMPLOYMENT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LOCAL)

CONSIDERATION AND
ORAL ARGUMENT
AFTER A HEARING
BEFORE A HEARING
EXAMINER

The Board or the Board's subcommittee shall meet to consider the record and recommendation of the hearing examiner after a hearing conducted pursuant to Subchapter F of Chapter 21 of the Education Code. The meeting shall be held no later than the 20th day after the date the Board President receives both the hearing examiner's recommendation and the record of proceeding before the hearing examiner.

At the meeting, the Board or subcommittee shall consider the hearing examiner's recommendation and shall allow each party to present an oral argument. Fifteen minutes shall be afforded to each side. 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. In any event, each party shall be provided an equal amount of time.

HEARING EXAMINER'S
RECOMMENDATION

Prior to the meeting at which the Board or the Board's subcommittee is to consider the hearing examiner's recommendation, the Board President shall cause a copy of the recommendation to be provided each member of the Board.

BOARD'S
SUBCOMMITTEE

When a subcommittee of the Board is to consider a hearing examiner's recommendation, it shall be appointed by the President of the Board as specified by BDAB(LOCAL). A subcommittee is subject to the Open Meetings Act and shall provide appropriate notice to the public prior to a meeting. A Board member not sitting on the subcommittee shall be entitled to attend a subcommittee meeting but shall not participate in the decision.

TERMINATION OF EMPLOYMENT
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 EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

GENERAL
REQUIREMENTS

All resignations shall be submitted in writing to the Superintendent and human resources department. 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 shall be considered submitted upon mailing.

AT-WILL EMPLOYEES

The Superintendent and human resources department shall be authorized to accept the resignation of an at-will employee at any time.

CONTRACT
EMPLOYEES

The Superintendent and a human resources officer 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 human resources officer 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 human resources officer 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 EMPLOYMENT
REDUCTION IN FORCE

DFE
(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 or District operation. The term "program change" 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 at the end of or during the contract period. Also, "discharge" shall mean the termination of a probationary contract during the contract period.

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DFF
(LOCAL)

4. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

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.

GENERAL REDUCTION IN FORCE A general reduction in force may be made on a Districtwide basis rather than by campus/department.

BOARD DETERMINATION When a reduction in force is to be implemented, the Board shall first determine which employment areas, grades, departments, programs, categories of educators, other professional personnel, and administrators shall be affected.

SCOPE OF REDUCTION 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. In determining affected employment areas, the Board may combine or coordinate employment areas, as defined below (e.g., the Board may combine "elementary programs" and "compensatory education programs" to identify an employment area of "elementary compensatory education program").

EMPLOYMENT AREAS Employment areas include, but are not limited to:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education, compensatory education, and migrant education. Each special program is a separate employment area.
4. Counseling programs.
5. An educational support program that does not provide direct instruction to students.
6. Other Districtwide programs.
7. An individual campus.
8. Any administrative position(s), unit, or department.
9. Other contractual position(s).

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DFP
(LOCAL)

CRITERIA FOR
DECISION

Using the following criteria, the Superintendent shall recommend to the Board employees within the affected employment area(s) for discharge or nonrenewal because of a reduction in force. 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 seniority criterion, etc.

1. Certification: Appropriate certification, endorsement, and/or highly qualified status for current or projected assignment.
2. Seniority: Length of continuous service in the District. Continuous service is that which is uninterrupted by resignation or retirement. If two or more employees have the same length of continuous service, the decision shall be based on the dates the employment agreements were signed (last hired, first released).
3. Performance: Effectiveness as reflected by appraisal records and other written evaluative information.

If the Superintendent in his or her discretion decides that the documented performance differences between two or more reduction in force prospects are too insubstantial to rely upon, he or she may proceed to apply criterion 4.

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.

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.

If an employee impacted by the reduction in force is considered and accepts an available position, the employee will be treated as a new hire for compensation purposes. The District will apply the rules of the compensation plan for new hires in determining the employee's salary for his or her new assignment.

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DFF
(LOCAL)

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(LEGAL) and (LOCAL).
DISCHARGE	<p>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).</p> <p>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).</p>
EMPLOYMENT OPPORTUNITIES	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 one year 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. The RIFed employee must comply with the District's application process. If the RIFed 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.

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

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

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. Dep't of Transp. 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 attorney's 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]

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. *Gov't Code 554.009*

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

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:

1. Reports child abuse or neglect to:
 - a. The person's supervisor,
 - b. An administrator of the facility where the person is employed,
 - c. A state regulatory agency, or
 - d. A law enforcement agency; or
2. Initiates or cooperates with an investigation or proceeding by a governmental entity relating to an allegation of child abuse or neglect.

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.

Family Code 261.110

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. *Education Code 25.092(c)*

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:

1. Marijuana or a controlled substance, as defined by the Texas Controlled Substances Act.
2. A dangerous drug, as defined by the Texas Dangerous Drug Act.
3. An abusable glue or aerosol paint, as defined by Health and Safety Code Chapter 485, or a volatile chemical, if the substance 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

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

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]

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 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; counselor; 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 22.0511 does not apply to the operation, use, or maintenance of any motor vehicle.

EMPLOYEE RIGHTS AND PRIVILEGES

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Education Code 22.0511(a)–(b), 22.051; Hopkins v. Spring ISD, 736 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)*

NO WAIVER

The District may not, by policy, contract, or administrative directive:

1. Require an employee to waive the employee's immunity from liability under Education Code 22.0511; or
2. Require an employee who acts in good faith to pay for or replace property belonging to a student or other person that the employee possessed because of an act incident to or within the scope of employment. [See TEXTBOOKS AND TECHNOLOGICAL EQUIPMENT, below]

Education Code 22.0511(d)

'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

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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:
 - 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)

TEXTBOOKS AND
TECHNOLOGICAL
EQUIPMENT

The Board may not require an employee who acts in good faith to pay for a textbook, electronic textbook, or technological equipment that is damaged, stolen, misplaced, or not returned. An employee may not waive this provision by contract or any other means.

EXCEPTION

The District may enter into a written agreement with an employee whereby the employee assumes financial responsibility for electronic textbook or technological equipment usage off school property or outside of a school-sponsored event in consideration for the ability of the employee to use the electronic textbook or technological equipment for personal business.

The written agreement shall be separate from the employee's contract of employment, if applicable, and shall clearly inform the employee of the amount of the financial responsibility and advise the employee to consider obtaining appropriate insurance. An employee may not be required to enter into such an agreement as a condition of employment.

Education Code 31.104(e)

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 and 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)*

See the following pages for local provisions on:

- Section I Consultation with Teachers Committee — 5 pages
- Section II Consultation with Paraprofessional Employees Committee — 4 pages
- Section III Consultation with Classification / Support Employees Committee — 4 pages

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

DGB
(LOCAL)

PURPOSE	<p>A Consultation Committee shall be established for each school year for the purpose of creating a means by which the Board of Trustees of the District may consult with District teachers on matters concerning educational policy and conditions of employment.</p>
CONSULTATION UNIT	<p>For purposes of implementing the consultation procedure, "teachers" shall be defined as full-time certificated personnel of the District who have no disciplinary authority or evaluation power over other teachers. Included in this definition of teachers shall be classroom teachers, school counselors, school librarians, and school nurses.</p>
COMMITTEE COMPOSITION	<p>The Board shall be represented on the Consultation Committee by the Superintendent and/or his or her designated representatives not to exceed five in number.</p> <p>The District's teachers shall be represented on the Consultation Committee by five representatives of the employee organization recognized by the Board.</p> <p>Only the president of the employee organization and full-time teachers of the District shall be eligible to serve as representatives of employee associations on the Consultation Committee.</p> <p>All rights and privileges granted to the organization under the terms and provisions of this agreement are for the exclusive use of the employee organization recognized by the Board through the election process herein described.</p>
CALL FOR ELECTION	<p>The following shall apply:</p> <ol style="list-style-type: none">1. Any group(s) or individuals wishing to challenge the right of the elected organization as the exclusive representative for employees of the specified category must demonstrate through the signing of petitions that 40 percent of the eligible category employees wish to have an election.2. A call for election petition drive may only be conducted during the spring of even-numbered years.3. Call for election cards may only be signed from the third Monday of January through the last Monday of February of even-numbered years.4. Call for election cards must be a duplicate of the form shown in Exhibit A.5. Call for election cards may not be secured during work time.

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

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6. Cards may be distributed and/or collected before the beginning of the workday, after the end of the workday, and during duty-free lunch.
7. An employee who signed a card to call for an election may request that the organization for which the card was signed return the card to the employee. The request must be made at least five workdays before the last Monday of February.
8. Any evidence of violation of Call for Election rules must be presented to the Superintendent or designee. The Superintendent shall make a ruling on the evidence. If a rule violation is found, the card(s) will be invalid.
9. Cards must be presented to the Superintendent's office by the end of the workday (4:30 p.m.) on the Tuesday immediately following the last Monday of February.
10. Cards must be submitted in location order and must be in alpha order within each location.
11. The cards must be accompanied by a letter of transmittal which includes the name of the organization and specifies the number of cards being submitted. The letter must also include the consultation category which is being challenged.
12. The Superintendent shall designate persons to validate the signatures.
13. Only the signatures of eligible employees shall be considered.
14. To be eligible, the person identified on the card must be an employee of the District on the last Monday of February in the year of an election.
15. The number of persons in a particular category employed by the District (as determined by the personnel department of the School District) on the last Monday of September will be the official count of total employees in a category.
16. Forty percent of that eligible number will be required to establish a call for election.
17. If an organization has presented valid signatures representing 40 percent of the employees in a category, the Superintendent shall present a request for a called election to the Board at the first Board meeting in March. If the Superintendent presents a request for a called election, a list of all rule violations submitted to his or her office must accompany the request.

18. If the call for election is approved by the Board, campaigning may begin no earlier than the first Monday after spring break and will end at midnight on the 11th workday thereafter.
19. The election will be conducted according to the election rules promulgated by the administration, on the twelfth workday after spring break.
20. In the event that no organization receives a clear majority of the valid ballots cast, a runoff election shall take place between the two organizations receiving the highest number of valid ballots cast. The runoff election will be conducted the 17th workday after spring break.
21. The results of the election shall be presented to the Board at the first Board meeting following the conclusion of the election procedures.
22. If the results of the election are accepted and approved, the representation will be officially recognized and in effect at the beginning of the next workday (8:00 a.m.).
23. For a period of two years no other organization may challenge the recognition or representative status of the exclusive employee organization.

CONSULTATION
SUBJECTS

Educational policy and conditions of employment as subjects for consideration shall be defined as including only the following:

1. Salary schedules for teachers.
2. Welfare benefits for teachers.
3. Curriculum.
4. Teaching assignments.
5. Professional development of teachers.
6. Transfers and promotions of teachers.
7. Recruitment of teachers.
8. Discharge and discipline of teachers.
9. Planning and preparation period and duty-free lunch for teachers.
10. Class size.
11. Leave of absence for teachers.
12. Teacher/pupil relations.

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

DGB
(LOCAL)

PROCEDURE FOR
CONSULTATION
MEETINGS

The Superintendent or his or her representative shall call an initial meeting of the Consultation Committee not later than 30 days after the first day of the school year, giving due notice of time and place. The purpose of this meeting shall be to select matters for consideration by the Consultation Committee and adopt a tentative agenda.

Additional meetings shall be scheduled as may be necessary by the Superintendent or his or her representative to complete consideration of the selected agenda items. At least one meeting per quarter shall be scheduled. Meetings shall be scheduled to avoid conflicts with school duties of committee members, or released time for committee members shall be arranged when meetings are held during school hours.

Minutes of each meeting shall be kept for presentation at later meetings, for review and/or appropriate action.

Reports of the subject matter and results of such meetings shall be made to the Board by the Superintendent.

The Superintendent, on behalf of the Board, will furnish to committee members, upon reasonable request, such information as will assist them in developing intelligent, feasible, and constructive proposals on the subjects previously enumerated. The requested information may include financial reports and the tentative budget for the next school year. Such information shall be provided to committee members prior to Board action thereon and at a date as early as practicable.

RATIFICATION OF
CONSULTATION
COMMITTEE
AGREEMENTS

When a substantive agreement is reached on any of the subjects previously enumerated, it shall be reduced to writing and submitted by the Superintendent for ratification by the Board.

EXCLUSIVE
PRIVILEGES
ACCORDED

Upon written request, the Board may grant leaves of absence without pay not to exceed two school years for the president of the employee organization which has exclusive representation on the Consultation Committee. At the expiration of the leave of absence the president shall return to the position with the District which he or she previously held, with retention of all benefits.

The District will grant 100 days of professional leave for members of the employee organization which is represented on the Consultation Committee for participation in organization activities approved by the president of the organization.

The employee organization exclusively represented on the Consultation Committee shall have reasonable use of the District's mail distribution system.

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

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(LOCAL)

	<p>The employee organization exclusively represented on the Consultation Committee shall have reasonable use of the District's bulletin boards.</p> <p>The employee organization which has exclusive representation has the obligation and responsibility of representing all employees covered in this agreement.</p>
DUES DEDUCTION	<p>Members of the employee organization which has exclusive representation on the Consultation Committee may individually authorize deduction from their monthly salary check for dues of the organization and its local, state, and national affiliates.</p>
DISCLAIMER OF RIGHT TO STRIKE OR BARGAIN COLLECTIVELY	<p>Prior to being seated on the Consultation Committee, all representatives of the employee organization representing teachers shall be required to sign a disclaimer on behalf of that organization disclaiming the right of that organization to strike or bargain collectively with the Board of Education of the District.</p>
PRESENTATION OF GRIEVANCES	<p>Establishment of the Consultation Committee shall in no way impair the right of teachers or any other employee of the District to present grievances in accordance with established procedure concerning their wages, hours of work, or conditions of employment individually or through any representative that does not claim the right to strike. [See DGBA]</p>
AUTHORITY OF BOARD OF TRUSTEES	<p>The Board reasserts and reaffirms its right, duty, and obligation to exercise exclusive control of the District and to make all final decisions with respect to the District, its policies, rules, and regulations.</p>

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

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(LOCAL)

PURPOSE	<p>A Consultation Committee shall be established for each school year for the purpose of creating a means by which the Board of Trustees of the District shall consult with District paraprofessionals on matters concerning educational policy and conditions of employment.</p>
CONSULTATION UNIT	<p>For purposes of implementing the consultation procedure, "paraprofessionals" shall be defined as full-time personnel of the District who hold the positions of educational assistant, health assistant, educational secretary, or educational clerk in pay grades 1, 2, 3, and 4, and any other employee whose job description would appropriately belong in any of the previously listed categories.</p>
COMMITTEE COMPOSITION	<p>The Board shall be represented on the Consultation Committee by the Superintendent and/or designated representatives not to exceed five in number, one of whom shall represent the Superintendent directly, two of whom shall come from central administrative offices, and two from among District principals.</p> <p>The District's paraprofessionals shall be represented on the Consultation Committee by four representatives of the employee organization which receives a majority of the valid ballots cast in an election to be held in May 1986 with all organizations desiring to represent paraprofessionals on the ballot.</p>
CALL FOR ELECTION	<p>The following shall apply:</p> <ol style="list-style-type: none">1. Any group(s) or individuals wishing to challenge the right of the elected organization as the exclusive representative for employees of the specified category must demonstrate through the signing of petitions that 40 percent of the eligible category employees wish to have an election.2. A call for election petition drive may only be conducted during the spring of odd-numbered years beginning with 1991.3. Call for election cards may only be signed from the third Monday of January through the last Monday of February of odd-numbered years.4. Call for election cards must be a duplicate of the form shown in Exhibit A.5. Call for election cards may not be secured during work time.6. Cards may be distributed and/or collected before the beginning of the workday, after the end of the workday, and during duty-free lunch.7. An employee who signed a card to call for an election may request that the organization for which the card was signed

- return the card to the employee. The request must be made at least five working days before the last Monday of February.
8. Any evidence of violation of Call for Election rules must be presented to the Superintendent or designee. The Superintendent shall make a ruling on the evidence. If a rule violation is found, the card(s) will be invalid.
 9. Cards must be presented to the Superintendent's office by the end of the workday (4:30 p.m.) on the Tuesday immediately following the last Monday of February.
 10. Cards must be submitted in location order and must be in alpha order within each location.
 11. The cards must be accompanied by a letter of transmittal which includes the name of the organization and specifies the number of cards being submitted. The letter must also include the consultation category which is being challenged.
 12. The Superintendent shall designate persons to validate the signatures.
 13. Only the signatures of eligible employees shall be considered.
 14. To be eligible, the person identified on the card must be an employee of the District on the last Monday of February in the year of an election.
 15. The number of persons in a particular category employed by the District (as determined by the personnel department of the School District) on the last Monday of September will be the official count of total employees in a category.
 16. Forty percent of that eligible number will be required to establish a call for election.
 17. If an organization has presented valid signatures representing 40 percent of the employees in a category, the Superintendent shall present a request for a called election to the Board at the first Board meeting in October. If the Superintendent presents a request for a called election, a list of all rule violations submitted to his or her office must accompany the request.
 18. If the call for election is approved by the Board, campaigning may begin no earlier than the third Monday of October and will end at midnight on the first Tuesday of November.

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19. The election will be conducted according to the election rules promulgated by the administration, on the first Wednesday of November.
20. In the event that no organization receives a clear majority of the valid ballots cast, a runoff election shall take place between the two organizations receiving the highest number of valid ballots cast. The runoff election will be conducted the second Wednesday of November.
21. The results of the election shall be presented to the Board at the first Board meeting following the conclusion of the election procedures.
22. If the results of the election are accepted and approved, the representation will be officially recognized and in effect at the beginning of the next workday (8:00 a.m.).
23. For a period of two years no other organization may challenge the recognition or representative status of the exclusive employee organization.

CONSULTATION
SUBJECTS

Subjects for consultation will be wages, hours, benefits, and working conditions.

PROCEDURE FOR
CONSULTATION
MEETINGS

The Superintendent or his or her representative will call an initial meeting of the Consultation Committee not later than 30 days after the date of the initial election, giving due notice of time and place. The purpose of this meeting will be to select matters for consideration by the Consultation Committee and adopt a tentative agenda.

Additional meetings will be scheduled as may be necessary by the Superintendent or his or her representative to complete consideration of the selected agenda items. At least one meeting per quarter will be scheduled. Meetings will be scheduled to avoid conflicts with school duties of committee members, or released time for committee members will be arranged when meetings are held during school hours.

Minutes of each meeting shall be kept for presentation at later meetings, for review and/or appropriate action.

Reports of the subject matter and results of such meetings shall be made to the Board by the Superintendent.

The Superintendent, on behalf of the Board, will furnish to committee members, upon reasonable request, such information as will assist them in developing intelligent, feasible, and constructive proposals on the subjects previously enumerated. The requested information may include financial reports and the tentative budget

EMPLOYEE RIGHTS AND PRIVILEGES
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	<p>for the next school year. Such information shall be provided to committee members prior to Board action thereon and at a date as early as practicable.</p>
<p>RATIFICATION OF CONSULTATION COMMITTEE AGREEMENTS PRIVILEGES ACCORDED</p>	<p>When a substantive agreement is reached on any of the subjects previously enumerated, it shall be reduced to writing and submitted by the Superintendent for ratification by the Board.</p> <p>Upon written request, the Board may grant leaves of absence without pay not to exceed two school years for the president of the employee organization which has exclusive representation on the Consultation Committee. At the expiration of the leave of absence the president shall return to the position with the District which he or she previously held, with retention of all benefits.</p> <p>The employee organization represented on the Consultation Committee shall have reasonable use of the District's mail distribution system.</p> <p>The employee organization represented on the Consultation Committee shall have reasonable use of the District's bulletin boards.</p>
<p>DUES DEDUCTION</p>	<p>Members of the employee organization which has representation on the Consultation Committee may individually authorize deduction from their monthly salary check for dues of the organization and its local, state, and national affiliates.</p>
<p>RESPONSIBILITIES OF THE EXCLUSIVE AGENT</p>	<p>The employee organization which has exclusive representation has the obligation and responsibility of representing all employees covered in this agreement.</p>
<p>DISCLAIMER OF RIGHT TO STRIKE OR BARGAIN COLLECTIVELY</p>	<p>Prior to being seated on the Consultation Committee, all representatives of the employee organization paraprofessionals shall be required to sign a disclaimer on behalf of that organization disclaiming the right of that organization to strike.</p>
<p>PRESENTATION OF GRIEVANCES</p>	<p>Establishment of the Consultation Committee shall in no way impair the right of paraprofessionals or any other employee of the District to present grievances in accordance with established procedure concerning their wages, hours of work, or conditions of employment individually or through any representative that does not claim the right to strike.</p>
<p>AUTHORITY OF BOARD</p>	<p>The Board reasserts and reaffirms its right, duty, and obligation to exercise exclusive control of the District and to make all final decisions with respect to the District, its policies, rules, and regulations.</p>

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

DGB
(LOCAL)

PURPOSE	A Consultation Committee will be established for each school year for the purpose of creating a means by which the Board of Trustees of the District will consult with District classified employees on matters concerning educational policy and conditions of employment.
CONSULTATION UNIT	For purposes of implementing the consultation procedure, "classified employees" will be defined as full-time personnel of the District who are paid on the plant services (PS) or food services (FS) salary schedule.
COMMITTEE COMPOSITION	<p>The Board will be represented on the Consultation Committee by the Superintendent and/or designated representatives not to exceed five in number, one of whom will represent the Superintendent directly, two of whom will come from central administrative offices, and two from among District principals.</p> <p>The District's classified employees will be represented on the Consultation Committee by four representatives of the employee organization that receives a majority of the valid ballots cast in an election to be held in November 1986 with all organizations desiring to represent classified employees on the ballot.</p>
CALL FOR ELECTION	<p>The following shall apply:</p> <ol style="list-style-type: none">1. Any group(s) or individuals wishing to challenge the right of the elected organization as the exclusive representative for employees of the specified category must demonstrate through the signing of petitions that 40 percent of the eligible category employees wish to have an election.2. A call for election petition drive may only be conducted during the spring of odd-numbered years beginning with 1991.3. Call for election cards may only be signed from the third Monday of January through the last Monday of February of odd-numbered years.4. Call for election cards must be a duplicate of the form shown in Exhibit A.5. Call for election cards may not be secured during work time.6. Cards may be distributed and/or collected before the beginning of the workday, after the end of the workday, and during duty-free lunch.7. An employee who signed a card to call for an election may request that the organization for which the card was signed return the card to the employee. The request must be made at least five working days before the last Monday of February.

8. Any evidence of violation of Call for Election rules must be presented to the Superintendent or designee. The Superintendent shall make a ruling on the evidence. If a rule violation is found, the card(s) will be invalid.
9. Cards must be presented to the Superintendent's office by the end of the workday (4:30 p.m.) on the Tuesday immediately following the last Monday of February.
10. Cards must be submitted in location order and must be in alpha order within each location.
11. The cards must be accompanied by a letter of transmittal that includes the name of the organization and specifies the number of cards being submitted. The letter must also include the consultation category which is being challenged.
12. The Superintendent shall designate persons to validate the signatures.
13. Only the signatures of eligible employees shall be considered.
14. To be eligible, the person identified on the card must be an employee of the District on the last Monday of February in the year of an election.
15. The number of persons in a particular category employed by the District (as determined by the personnel department of the School District) on the last Monday of September will be in the official count of total employees in a category.
16. Forty percent of that eligible number will be required to establish a call for election.
17. If an organization has presented valid signatures representing 40 percent of the employees in a category, the Superintendent shall present a request for a called election to the Board at the first Board meeting in October. If the Superintendent presents a request for a called election, a list of all rule violations submitted to his or her office must accompany the request.
18. If the call for election is approved by the Board, campaigning may begin no earlier than the third Monday of October and will end at midnight on the first Tuesday of November.
19. The election will be conducted according to the election rules promulgated by the administration on the first Wednesday of November.

EMPLOYEE RIGHTS AND PRIVILEGES
PERSONNEL-MANAGEMENT RELATIONS

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20. In the event that no organization receives a clear majority of the valid ballots cast, a runoff election shall take place between the two organizations receiving the highest number of valid ballots cast. The runoff election will be conducted the second Wednesday of November.
21. The results of the election shall be presented to the Board at the first Board meeting following the conclusion of the election procedures.
22. If the results of the election are accepted and approved, the representation will be officially recognized and in effect at the beginning of the next workday (8:00 a.m.).
23. For a period of two years no other organization may challenge the recognition or representative status of the exclusive employee organization.

CONSULTATION
SUBJECTS

Subjects for consultation will be wages, hours, benefits, and working conditions.

PROCEDURE FOR
CONSULTATION
MEETINGS

The Superintendent or his or her representative will call an initial meeting of the Consultation Committee not later than 30 days after the date of the initial election, giving due notice of time and place. The purpose of this meeting shall be to select matters for consideration by the Consultation Committee and adopt a tentative agenda.

Additional meetings will be scheduled as may be necessary by the Superintendent or his or her representative to complete consideration of the selected agenda items. At least one meeting per quarter will be scheduled. Meetings will be scheduled to avoid conflicts with school duties of committee members, or released time for committee members shall be arranged when meetings are held during school hours.

Minutes of each meeting will be kept for presentation at later meetings, for review and/or appropriate action.

Reports of the subject matter and results of such meetings will be made to the Board by the Superintendent.

The Superintendent, on behalf of the Board, will furnish to committee members, upon reasonable request, such information as will assist them in developing intelligent, feasible, and constructive proposals on the subjects previously enumerated. The requested information may include financial reports and the tentative budget for the next school year. Such information shall be provided to committee members prior to Board action thereon and at a date as early as practicable.

EMPLOYEE RIGHTS AND PRIVILEGES
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PRESENTATION TO
THE BOARD

At such time as a recommendation can be made by the Superintendent on matters considered by the Consultation Committee, it shall be reduced to writing and presented to the Board of Trustees for their consideration.

PRIVILEGES
ACCORDED

Upon written request, the Board of Trustees may grant leaves of absence without pay not to exceed two school years for the president of the employee association which has exclusive representation on the Consultation Committee. At the expiration of the leave of absence the president will return to the position with the District which he or she previously held, with retention of all benefits.

The employee organization represented on the Consultation Committee shall have reasonable use of the District's mail distribution system.

The employee organization represented on the Consultation Committee shall have reasonable use of the District's bulletin boards.

DUES DEDUCTION

Members of the employee organization which has representation on the Consultation Committee may individually authorize deduction from their monthly salary check for dues of the organization and its local, state, and national affiliates.

RESPONSIBILITIES OF
THE EXCLUSIVE
AGENT

The employee organization which has exclusive representation has the obligation and responsibility of representing all employees covered in this agreement.

DISCLAIMER OF
RIGHT TO STRIKE OR
BARGAIN
COLLECTIVELY

Prior to being seated on the Consultation Committee, all representatives of the employee organization classified employees will be required to sign a disclaimer on behalf of that organization disclaiming the right of that organization to strike.

PRESENTATION OF
GRIEVANCES

Establishment of the Consultation Committee will in no way impair the right of classified employees or any other employee of the District to present grievances in accordance with established procedure concerning their wages, hours of work, or conditions of employment individually or through any representative that does not claim the right to strike.

AUTHORITY OF
BOARD

The Board reasserts and reaffirms its right, duty, and obligation to exercise exclusive control of the District and to make all final decisions with respect to the District, its policies, rules, and regulations.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

PURPOSE	<p>The purpose of this policy is to provide employees an orderly process for the prompt and equitable resolution of complaints. The Board intends that, whenever feasible, complaints be resolved at the lowest possible administrative level.</p>
DIRECT COMMUNICATION WITH BOARD MEMBERS	<p>Employees shall not be prohibited from communicating with Board members regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.</p>
NOTICE TO EMPLOYEES	<p>The principal of each campus and other supervisory personnel shall ensure that all employees under their supervision are informed of this policy. Employees shall be provided a copy of the policy at the time of employment and whenever it is revised.</p>
DEFINITION	<p>Complaints under this policy shall be limited to allegations of violations of specific written Board policy, specific allegations of unlawful discrimination in employment on the basis of sex (including allegations of sexual harassment), race, religion, national origin, age, or disability, or on the basis of the employee's exercise of constitutional rights. [See DIA(LOCAL)] A complaint must specify the individual harm alleged.</p> <p>Complaints not alleging a violation of written Board policy, unlawful employment discrimination, or deprivation of a constitutional right shall be resolved in accordance with administrative procedures at the administrative level closest to the complainant, and shall not be covered by the following provisions. If not resolved by administrators to the satisfaction of the employee bringing the complaint, the employee may present the complaint to the Board during the open forum portion of a subsequent Board meeting. [See BED(LOCAL)]</p> <p>Complaints shall be specific and may not be required to proceed on the basis of allegations that are merely conclusionary in nature. Complaints brought under this policy shall be in writing and shall identify the Board policy and each specific act and/or omission complained of that is alleged to be a violation of Board policy. Complaints shall specify each specific act and/or omission complained of that is alleged to be employment discrimination or a deprivation of a constitutional right.</p>
WHISTLEBLOWER COMPLAINTS	<p>Employees who allege unlawful discrimination in retaliation for reporting a violation of law to an appropriate authority [see DG] shall invoke this policy within the time specified by law.</p> <p>The complaint shall begin at Level Two. If the complaint is not resolved at that level, the Superintendent shall ensure that the matter reaches the Board expeditiously. Time lines for the employee and</p>

PERSONNEL-MANAGEMENT RELATIONS
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the District set out in this policy may be shortened to ensure that the Board's final decision is made before the 61st day following the initiation of the grievance procedure.

GENERAL
PROVISIONS

Neither the Board nor the administration shall unlawfully retaliate against any employee for bringing a complaint under this policy.

TIME LINES

In presenting and resolving complaints, time is of the essence. Unless otherwise set out herein or in related policy [see DIA(LOCAL)], all time limits shall be strictly complied with, unless extended by mutual consent. All references are to official District workdays of the person required to act under this policy, whether worked or not by that person.

The administrator at each level shall respond in writing to the employee within ten days from the completion of a grievance hearing. The employee has ten days after receiving a response to appeal to the next level. The complaint shall be considered concluded if the employee does not appeal within that time limit.

STATEMENT OF
PARTICULARS

If a complaint is found to be too vague, general, or indefinite at any level of this policy, the time lines at the complaint level shall be held in abeyance, during which time the complainant shall be required to prepare a written statement of particulars, setting out with specificity the act(s) or omission(s) complained of in order to afford the respondent with fair notice and an opportunity to adequately respond in writing to each charge or offer a remedy.

The person at whose level the complaint is pending or the Board or its designee may conduct a pre-hearing conference or make such other orders as may be deemed necessary or appropriate to clarify issues, afford the respondent with fair notice and an opportunity to respond, and assist in the resolution process.

CONSOLIDATION

When the Superintendent determines that two or more individual complaints are sufficiently similar in nature and remedy to permit their resolution through one proceeding, the Superintendent may consolidate the complaints.

All complaints arising out of an event or related series of events must be addressed in one complaint. An employee is precluded from bringing separate or serial complaints concerning events about which the employee has previously complained.

COST

Costs of any complaint shall be paid by the party incurring them.

APPEALS TO THE
BOARD

The employee and the administration shall have an opportunity to make presentations, not to exceed 30 minutes, to the Board. [See BED(LOCAL)] Any and all complaints before the Board shall be recorded by audio tape. The Board shall listen to the complaint,

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but is not required to respond or take any action on the matter. No action by the Board upholds the administrative decision at the previous level.

If the appeal to the Board is not an item on the posted agenda, the Board shall not deliberate, discuss, or decide with respect to the matter other than to propose to place the matter on the agenda for a subsequent meeting.

CLOSED MEETING

If the complaint involves the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the complaint, it shall be heard by the Board in closed meeting unless the employee bringing the complaint requests it to be heard in public. However, if the complaint constitutes a complaint or charge against another District employee, it shall be heard in closed meeting unless an open hearing is requested in writing by the employee against whom the complaint or charge is brought.

ANNOUNCEMENT
OF DECISION

Announcement by the Board or Board designee of a decision in the employee's presence constitutes communication of the decision. The announcement shall be followed by a written notice of the decision.

COMPLAINTS
AGAINST
SUPERVISORS

Complaints alleging a supervisor's violation of law may be made to the Superintendent beginning at Level Two. A complaint alleging a violation of law by the Superintendent may be made directly to the Board beginning at Level Three.

GRIEVANCE LEVELS
LEVEL ONE

An employee who has a complaint shall request a meeting with the party designated herein for initial complaint resolution within 30 days of the time the employee first knew or should have known of the event or series of events causing the complaint. The employee bringing the complaint shall submit the complaint in writing. Unless otherwise agreed between the parties, the Level One meeting shall be conducted within ten days of receipt of the written complaint. The principal/supervisor shall notify the employee of the date, time, and place of the grievance hearing at which the complaint may be given. The administrator shall respond in writing to the employee within ten days from the completion of a grievance hearing. The employee has ten days after receiving a response to appeal to the next level. The complaint shall be considered concluded if the employee does not appeal within that time limit.

The party designated herein for initial complaint resolution for purposes of this policy is:

1. In the case of professional employees other than employees assigned to a campus: the employee's supervisor(s).

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2. In the case of classroom teachers, other professional employees, and paraprofessional employees assigned to a campus: the principal.
3. In the case of paraprofessional employees other than employees assigned to a campus: the employee's supervisor(s).
4. In the case of cafeteria personnel: the principal or the executive director or designee. (It shall be required only that the employee request a meeting with the principal or executive director. The principal may request input from the food services supervisory personnel.)
5. In the case of custodial personnel: the principal or the executive director. (It shall be required only that the employee request a meeting with the principal or executive director. The principal may request input from the plant services supervisory personnel.)
6. In the case of plant maintenance and operations personnel not assigned to a school unit: the director and executive director for the department in which they are assigned. In the case of transportation services personnel and SAISD Police Department personnel: their department supervisors.
7. In the case of employees who are not covered by any of the above categories: the principal or the employee's supervisor(s), whoever is appropriate.

LEVEL TWO

If the outcome of the hearing at Level One is not to the employee's satisfaction, or if the administrator does not respond in writing to the employee within ten days from the completion of the grievance hearing, the employee may request to meet with the Level Two party designated to hear appeals from Level One. The employee has ten days after receiving a response at Level One to appeal to Level Two. Unless otherwise agreed among all parties, the Level Two meeting shall be conducted within 15 days of receipt of the written complaint; in extenuating circumstances, the time period may be extended to 20 days. If the 15-day period for a Level Two hearing falls during the summer months when employees involved in the hearing are not on duty, the hearing will be conducted as soon as practicable following the return of all parties to duty, or earlier when agreed upon by all parties involved, or when otherwise necessary to comply with DGBA(LEGAL).

The administrator shall respond in writing to the employee within ten days from the completion of a grievance hearing. The employee has ten days after receiving a response at Level Two to ap-

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peal to Level Three. The complaint shall be considered concluded if the employee does not appeal within that time limit.

The Superintendent or designee shall notify the employee of the date, time, and place of the grievance hearing at which presentation of the appeal may be given. The party designated herein for Level Two appeals for purposes of this policy is the Superintendent or designee.

LEVEL THREE

If the outcome of the hearing at Level Two is not to the employee's satisfaction, or if the administrator does not respond in writing to the employee within ten days from the completion of the grievance hearing, the employee may request to meet with the Level Three party designated to hear appeals from Level Two. The employee has ten days after receiving a response at Level Two to appeal to Level Three. The complaint shall be considered concluded if the employee does not appeal within that time limit.

The Superintendent or designee shall notify the employee of the date, time, and place of the meeting at which presentation of the appeal may be given. The meeting at which the Board hears the appeal shall be held within 30 days of receipt of the appeal, unless otherwise agreed upon by all parties involved.

For purposes of Level Three, "days" refers to official District work-days of all parties involved. If the 30-day period for a Level Three hearing falls during the summer months when employees involved in the hearing are not on duty, the hearing will be conducted as soon as practicable following the return of all parties to duty, or earlier when agreed upon by all parties involved, or when otherwise necessary to comply with DGBA(LEGAL).

The presiding officer may set reasonable time limits. The Board shall hear the grievance and may request a response from the administration. The District shall make an audiotape recording of the Level Three proceeding before the Board.

The Board shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.

The party designated herein for Level Three appeals for purposes of this policy is the Board.

OTHER REVIEW
PROCESSES

Some complaint topics are governed by other review processes and are not subject to this policy. Employee termination procedures are found in policy series DF and at DCD(LOCAL). An employee's dismissal or nonrenewal may be the subject of a complaint under this policy only if the District does not otherwise

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provide for a hearing on the matter. For third party complaints against peace officers, see CKE(LEGAL).

SEXUAL
HARASSMENT

No procedures or steps in this policy shall have the effect of requiring the employee alleging sexual harassment, including harassment by a supervisor, to present the matter to a person who is the subject of the complaint. The employee may proceed to the next higher level. [See also DIA(LOCAL)]

At any time during the grievance process, the employee or the person who hears the complaint may turn a complaint of sexual harassment over to a Title IX coordinator, who shall be responsible for conducting an investigation of the facts, facilitate mediation between the complainant and the person against whom the complaint has been directed, and/or make recommendations to the Superintendent. [See DAA(LOCAL)]

The Title IX coordinator shall have the power to require employees to fully cooperate in the investigation of any such complaint.

Upon referral to a Title IX coordinator, the complaint process initiated under this policy shall be abated until the completion of the Title IX coordinator's investigation and/or mediation services, and until appropriate recommendations have been made to the Superintendent. The Superintendent shall be apprised of all proposed settlement agreements between the parties and consider recommendations by the Title IX coordinator.

The Superintendent may adopt the recommendations of the Title IX coordinator as the Superintendent's own findings and disposition, or may conduct, individually or through a designee, a review of the complaint at the Superintendent's level for complaint appeals under this policy, at which level the matter shall either be settled or the complainant may proceed to Level Three for complaint appeals under this policy.

NONDISCRIMINATION The names of District coordinators for compliance with federal nondiscrimination laws are found in DAA(LOCAL). Issues specific to sexual harassment complaints are found at DIA.

DGBA(LOCAL) - LEVELS OF APPEAL

Level	One	Two	Three
Sexual Harassment	Title VII Coordinator	Supt. or Designee	Board
Central Office Professionals	Supervisor#	Supt. or Designee	Board
Campus Professionals and Paraprofessionals	Principal*	Supt. or Designee	Board
Central Office Paraprofessionals	Supervisor#	Supt. or Designee	Board
Food Service	Principal and Supervisor(s)	Supt. or Designee	Board
Custodians	Principal and Supervisor(s)	Supt. or Designee	Board
Plant Services	Supervisor(s)	Supt. or Designee	Board
Transportation	Supervisor(s)	Supt. or Designee	Board
Department of Safety	Supervisor(s)	Supt. or Designee	Board

In consultation with the Assistant Superintendent

* In consultation with the Area Superintendent

EMPLOYEE STANDARDS OF CONDUCT

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EDUCATOR ETHICS 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.

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.

Education Code 21.041(8); 19 TAC 247.1, 247.2

REPORT TO SBEC OF EDUCATOR MISCONDUCT 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.

The Superintendent shall include the name of a student or minor who is the victim of abuse or unlawful conduct by an educator, but the name of the student or minor is not public information under Government Code, Chapter 552 [see GBAA].

Education Code 21.006; 19 TAC 249.14

PUBLIC SERVANTS 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. *Penal Code 1.07(a)(41), Title VIII* [See DBD and BBFA]

TOBACCO USE PROHIBITED The Board shall prohibit smoking or using tobacco products at a school-related or school-sanctioned activity on or off school property.

ENFORCEMENT The Board shall ensure that District personnel enforce the policies on school property.

Education Code 38.006(1)(3) [See also FNCD and GKA]

DRUG AND ALCOHOL ABUSE PROGRAM The Board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property. *Education Code 38.007(a)*

A district that receives a federal grant must agree to provide a drug-free workplace by:

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)];

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2. Establishing a drug-free awareness program for employees pursuant to the DFWA;
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 Part 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

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STANDARD OF
CONDUCT

The statewide minimum standards set out in the “Code of Ethics and Standard Practices for Texas Educators” shall be applicable to all professional employees of the District.

Standards of conduct as expressed in the employee’s job description, employment contract (if the employee is a contract employee), Board policy, and other written conduct guidelines shall likewise be applicable to each employee of the District.

ROLE MODELS

Employees serve as role models for the District’s student body and shall be courteous to one another and the public, working together in a cooperative spirit to serve the best interests of the District. Accordingly, employees shall treat all individuals with respect, dignity, good manners, and the civility demanded of a civilized nation. Employees wishing to express criticism or professional concerns shall do so through appropriate administrative procedures or the collaborative process. Such expressions shall be considered in light of their relation to the implementation of campus goals and objectives and/or the District’s mission. [See policies in BQ series]

An intentional failure to comply with one or more specific standards of behavior previously communicated shall subject an employee to disciplinary action, including but not limited to (and if appropriate under the totality of circumstances): reprimand, reassignment, suspension with or without pay, contract nonrenewal, termination of employment other than nonrenewal, or other appropriate Board or administrative action.

This policy shall not preclude disciplinary action under any other Board policy or administrative procedure, or under any conditions of employment, and shall be cumulative of all other appropriate disciplinary action.

VIOLATIONS OF
STANDARDS OF
CONDUCT

Employees shall comply with the standards of conduct set out in this policy and with any other policies, procedures, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violation of any policies, procedures, 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. [See DIA]
2. Students. [See FFG regarding child abuse and neglect]

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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 USE

Employees shall not use tobacco products on District premises, in District vehicles, or at school or school-related activities. [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:

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 reference memo with 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.

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ARRESTS,
INDICTMENTS,
CONVICTIONS, AND
OTHER
ADJUDICATIONS

An employee shall notify his or her principal or immediate supervisor and the human resources department within three workdays of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - 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;
 - Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or
 - 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.

WEAPONS

In accordance with Penal Code 46.03, and unless otherwise noted herein, employees are prohibited from being in possession of a firearm, illegal knife or prohibited weapon on school premises, or any grounds, or building on which an activity sponsored by a school is being conducted.

COMMISSIONED
PEACE OFFICERS

Commissioned peace officers employed by the District police department shall be authorized to be in possession of weapons authorized by the department. [See CKE]

EMPLOYEE STANDARDS OF CONDUCT

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SEARCHES

Employees shall have no expectations of privacy with respect to furniture, storage equipment, storage areas (e.g., cabinets, closets, lockers, and the like), or parking areas. District administrators shall have the authority, when reasonable suspicion exists, to search lockers, cabinets, desk drawers, and any other storage areas on District property, including an employee's private vehicle, which encompasses the interior, parked on District premises or District work sites. [See also DHE]

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.

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(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
GIFTS AND SOLICITATIONS

DHA
(LOCAL)

Employees of the District shall not use their position for personal gain in soliciting students, parents, or teachers for projects that involve the expenditure of money for goods, services, summer camp attendance, etc.

General commercial solicitation of employees in the school is prohibited. Employees may not make arrangements to confer with business agents, sales representatives, or other individuals regarding personal business, on school premises.

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. Amendment IV; 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, 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. Sch. Bd. 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. 31.306; 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

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1. A valid positive result on an alcohol or drug test and whether the specimen producing the result was a dilute specimen.

“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.

“Dilute specimen” means a specimen with creatinine and specific gravity values that are lower than expected for human urine.

2. A refusal to provide a specimen for an alcohol or drug test.
3. An adulterated 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 644.251–644.252; 29 CFR 40.3

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.

Note: The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

DEPARTMENT OF
TRANSPORTATION
TESTING PROGRAM

The District shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles, including school buses. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.

DRUG-RELATED
VIOLATIONS

The following constitute drug-related violations:

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or a substituted specimen on an alcohol or drug test.
3. Testing positive for alcohol, at a concentration of 0.04 or above, in a postaccident test.
4. Testing positive for controlled substances in a postaccident test.
5. Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.
6. Testing positive for controlled substances in a random test.
7. Testing positive for alcohol, at a concentration of 0.04 or above, in a required follow-up test.
8. Testing positive for controlled substances in a required follow-up test.
9. Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.
10. Testing positive for controlled substances in a reasonable suspicion test.

The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to em-

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

employees regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

CONSORTIUM

With specific Board approval, the Superintendent may contract on behalf of the District with outside consultants and contractors and work with a consortium of other local governments to secure the testing services, educational materials, and other component elements needed for this program.

Under such contract, the consortium shall be responsible for implementing, directing, administering, and managing the alcohol and controlled substances program within the U.S. Department of Transportation guidelines. The consortium shall serve as the principal contact with the laboratory and for collection activities in assuring the effective operation of the testing portion of the program.

REASONABLE
SUSPICION
TESTING

Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written record documenting the observations leading to a controlled substance reasonable suspicion test.

CONSEQUENCES
OF POSITIVE TEST
RESULTS

In addition to the consequences established by federal law, a District employee confirmed to have violated the District's policy pertaining to alcohol or controlled substances shall be subject to District-imposed discipline, as determined by his or her supervisor(s) and the Superintendent. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment. [See DF series]

In cases where a driver is also employed in a nondriving capacity by the District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the District may be considered.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
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ALCOHOL RESULTS
BETWEEN 0.02 AND
0.04

A driver tested under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended without pay from driving duties for 24 hours. A subsequent violation may subject the driver to termination in accordance with Board policy.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

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. *Health and Safety Code 502.017(a)*

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. *Health and Safety Code 502.003(10), 502.009*

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. *Health and Safety Code 502.009(g)*

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. *Health and Safety Code 502.005(a), (c)*

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. *Health and Safety Code 502.005(b), (d)*

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. *Health and Safety Code 502.007*

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. *Health and Safety Code 502.006*

EMPLOYEE WELFARE

DI
(LEGAL)

PROTECTIVE
EQUIPMENT

8. Provide employees with appropriate personal protective equipment. *Health and Safety Code 502.017(b)*

PEST CONTROL
TREATMENT NOTICE

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.

PHYSICAL ASSAULTS
OR THREATS TO
SCHOOL EMPLOYEES

The District shall not tolerate assaults or threats of assault on teachers or other employees by students, parents of students, or others.

When assaults or threats of assault occur, the District's resources shall be directed toward punishment of the offenders and support of the employee. Every precaution shall be taken to ensure that each employee be afforded the full protection of the legal shield provided by the District.

The Superintendent shall establish rules and procedures that define the precautionary and remedial steps to be taken to ensure the protection of District employees.

WORKING
CONDITIONS IN THE
SCHOOLS

Working conditions for teachers, students, and staff members shall be conducive to efficiency and comfort to the extent feasible. Storage facilities shall be provided and made readily accessible and convenient for all concerned. All District storage facilities are District property and are subject to inspection and/or inventory by school officials.

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

EMPLOYEE WELFARE
FREEDOM FROM HARASSMENT

DIA
(LEGAL)

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 DISCRIMINATION, HARASSMENT, AND RETALIATION

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.

EMPLOYEE TO
STUDENT

Employees shall not engage in conduct constituting sexual harassment or sexual abuse of students. [See DH, FFH] Sexual harassment includes any welcome or unwelcome sexual advances, requests for sexual favors, and other verbal (oral or written), physical or visual conduct of a sexual nature. Romantic relationships, including but not limited to flirting, kissing, hugging, or groping between District employees and students constitute unprofessional conduct and are prohibited. It is not necessary for the flirting, kissing, hugging, or groping to lead to a sexual relationship for such behavior to merit disciplinary action, up to and including termination.

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.

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(LOCAL)

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	<p>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.</p> <p>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.</p> <p>If appropriate, the District shall promptly take interim action to prevent harassment during the course of an investigation.</p> <p>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.</p> <p>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.</p> <p>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.</p>
CONCLUDING THE INVESTIGATION	<p>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.</p> <p>The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.</p>
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.

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FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

	<p>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.</p>
APPEAL	<p>A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.</p> <p>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.</p>
RETALIATION PROHIBITED	<p>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.</p>
RECORDS RETENTION	<p>Retention of records shall be in accordance with DAA(LOCAL).</p>
ACCESS TO POLICY	<p>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.</p>

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, educational diagnostician, 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 (SBEC), 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 11.1513(c)(3)*

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)

ASSIGNMENT

All personnel are employed subject to assignment and reassignment by the Superintendent at any time. The Superintendent shall inform the Board prior to any change in administrative assignment and/or reassignment. Assignment and reassignment of other personnel shall be made by the Superintendent, based on available budgeted positions. An appeals process shall be made accessible to all employees. [See DGBA(LOCAL)]

Whenever possible, without violating contract obligations or policy provisions, the principal or department head shall have input in the selection and placement of personnel. Assignments shall be made to budgeted/approved positions only. If a vacancy exists for which an employee returning from leave is qualified, the employee shall have priority in being assigned to the vacant position on the campus/department where last assigned.

Special or unusual circumstances may exist that, in the opinion of the Superintendent, necessitate or warrant reassignment of employees in the best interest of the District. After due consideration of such circumstances, the Superintendent or designee shall make the assignment and/or reassignment of employees and take such other action as, in the opinion of the Superintendent, is deemed necessary or appropriate.

WITHIN SAME
CAMPUS OR
DEPARTMENT

The campus principal/department head shall be responsible for the assignment and reassignment of all personnel to the specific grade, subject areas, or position for which the employee is qualified in his or her area of certification within the campus or department. Requests from employees for changes in assignment at the campus/department shall be submitted in writing to the principal/department head.

Changes in assignments for the ensuing school year shall be made known to the employee as soon as possible, but not later than the last teacher contract day of the current school year. If a change in assignment is made later than the last teacher contract day of the current school year, the principal/designee shall notify the employee within ten business days of the decision. A written notice of reassignment, if requested, shall include an educationally sound rationale. A conference regarding the reassignment shall be held between the principal/designee and the employee, when requested by either the employee or the principal/designee.

HUSBAND AND
WIFE AT SAME
CAMPUS
TO ANOTHER
CAMPUS OR
DEPARTMENT

A husband and wife shall not be assigned to the same school unless an exception is authorized by the Superintendent.

Certified employees electing to seek assignments to other campuses, positions, locations, and the like shall submit a request in writing to the human resources department. Food service and

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

plant service employees shall submit written requests to the appropriate executive director. The human resources department shall coordinate the reassignment of personnel with the campus principal or department head. Reassignment shall not be made during the on-going school year except in unusual or exceptional circumstances.

Shifts in student population and/or budgetary necessity may cause decreases/reductions in personnel allocations on a campus or department. The human resources department shall be responsible for determining the individuals who will be reassigned.

For teachers, the determination will be based collectively on the following criteria:

1. Volunteering by the employee.
2. Certification requirements of the campus assignment.
3. Length of continuous service in the District. If two or more teachers have the same length of continuous service, the decision shall be based on the dates the employment agreements were signed.
4. The ability of the campus/department to maintain a representative diversity among the full-time teaching staff.
5. Combination of teaching and extra duty assignments that are considered single positions.

For paraprofessionals, the determination shall be based collectively on the following criteria:

1. Volunteering by the employee.
2. Current job assignment and/or required training/skills associated with the assignment.
3. Length of continuous service in the District. If two or more paraprofessionals have the same length of continuous service, the decision shall be based on the dates the employment agreements were signed.

The following provisions shall apply to personnel who are reassigned as a result of a shift in student population and/or budgetary reductions that result in a reduction in personnel units on a campus or department:

1. The employee will have high priority in his or her request for reassignment to the school from which he or she was transferred. The employee shall not be reassigned the following year unless he or she requests such a transfer.

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

2. Teachers transferred for whom an emergency teaching permit is required shall be reassigned to a position not requiring such a permit the following year unless the teacher desires to pursue the preparation stipulated in the permit regulations.
3. If a teacher must be reassigned after August 1, which reassignment he or she refuses to accept, and the avenues of appeals are exhausted, the teacher may resign from the District without prejudice although the established date for such resignation has passed.

EMPLOYEE WORK
YEAR

Full-time District employees shall render service in accordance with the following provisions:

1. Beginning and ending working dates for each employee category shall be designated in the official salary schedules.
2. Leave such as for personal illness, illness in the family, death in the family, and personal business shall be considered as leave with pay, as stipulated in DEC(LOCAL).
3. Holiday schedules for various employment periods shall be issued by the Superintendent.
4. A pay rate for each employee's workday shall be calculated from the annual pay scale. [See DEA(LOCAL)]
5. Unless approved by the Superintendent and in emergency situations, employees shall work only the total number of days provided in the funding source for the position.

In cases of emergency or when schools must close, the Superintendent shall be authorized to modify the above provisions within the constraints of the law.

EMPLOYEE WORK
SCHEDULES

Teachers shall be on duty seven and one-half hours each day, between 7:15 a.m. and 4:30 p.m., as determined by the school principal. A principal may require teachers to be on duty more than seven and one-half hours for in-service training and/or staff meetings with at least five working days notice to the teachers, unless urgent circumstances arise that demand immediate attention. A principal may require teachers to be on duty more than seven and one-half hours a day, as long as the additional time does not exceed a total of 90 minutes in a period of ten work days.

Paraprofessional and auxiliary/classified personnel, with the exception of transportation and department of safety personnel, shall be on duty seven and one-half or eight hours each day, between 7:00 a.m. and 4:30 p.m., as determined by their individual job assignments and by the school principal or department head.

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

All other professional instructional and support personnel shall be on duty a minimum of eight hours each day, between 7:00 a.m. and 4:30 p.m. or longer if necessary to accomplish their individual jobs in a satisfactory and professional manner, as determined by the school principal.

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)*

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 District-wide 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	<p>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), 7801(34)</i></p>
TITLE I STAFF DEVELOPMENT	
GIFTED AND TALENTED EDUCATION	<p>The District shall ensure that:</p> <ol style="list-style-type: none">1. Before assignment to the program for gifted students, teachers who provide instruction and services that are part of the program have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessment of 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 complete the 30-hour training requirement within one semester.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.

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LEGAL)

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 All adult education staff shall receive at least 12 clock hours of professional development annually. All staff new to adult education shall receive six clock hours of preservice professional development before they begin work in an adult education program.
19 TAC 89.25(a)(1), (2)

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. *19 TAC 89.25(a)(4)(B)*

EXCEPTIONS The in-service professional development requirements may be reduced by local programs in individual cases where exceptional circumstances prevent employees from completing the required hours of in-service professional development. Documentation justifying such circumstances must be kept. Requests for exemption in individual cases may be submitted to TEA for approval in the application for funding and must include justification and proposed qualification. *19 TAC 89.25(a)(5)*

VOLUNTEERS The above requirements also apply to volunteers who generate student contact time that is accrued by the adult education program and reported to TEA for funding purposes. *19 TAC 89.25(7)*

RECORDS Records of staff qualifications and professional development shall be maintained by the District and must be available for monitoring. *19 TAC 89.25(a)(6)*

AUTOMATED EXTERNAL DEFIBRILLATORS The District shall annually make available to employees and volunteers instruction in the principles and techniques of cardiopulmonary resuscitation and the use of an automated external defibrillator (AED).

The instruction provided in the use of AEDs must meet guidelines for approved AED training under Health and Safety Code 779.002. Each school nurse, assistant school nurse, athletic coach or sponsor, physical education instructor, marching band director, cheerleading coach, and any other employee specified by the Commissioner, and each student who serves as an athletic trainer, must:

1. Participate in the instruction;

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LEGAL)

2. Receive and maintain certification in the use of an AED from the American Heart Association, the American Red Cross, or a similar nationally recognized association.

Education Code 22.902

STEROIDS

The District shall require that each employee who serves as an athletic coach at or above the seventh grade level for an extracurricular athletic activity sponsored or sanctioned by the University Interscholastic League (UIL) complete:

1. The educational program developed by the UIL regarding the health effects of steroids; or
2. A comparable program developed by the District or a private entity with relevant expertise.

Education Code 33.091(c-1)

RESOURCES FOR
STAFF DEVELOPMENT

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. *Education Code 21.453*

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)*

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

PURPOSE

The purpose of this policy is to provide meaningful, relevant professional learning and career development to support the District's theory of action. [See EHAA(LOCAL)] Professional development shall be structured and delivered around the comprehensive curriculum management system and aligned to student and employee performance standards. For the purposes of this policy, the following employees are included: administrators, instructional personnel, instructional paraprofessionals, substitute teachers, custodial and maintenance personnel, security personnel, food service personnel, and transportation employees.

EXPECTATIONS

Appropriate professional development is designed for, provided to, and expected of all employees. Every employee is expected to continue his or her professional education or career development and to strive for high performance in the delivery of quality education and support services to the District's students.

Employees shall attend professional development sessions that occur before, during, or after duty hours, when requested by their supervisor.

DESIGN PRINCIPLES
AND FOCUS

Professional development includes a focus on customer service and communication at all levels.

Professional development shall meet the National Staff Development Council standards for professional development and any approved standard for employer required certification.

Professional development is a deliberate process, guided by a clear vision of purpose and planned goals. These goals form the criteria by which content and materials are selected, processes and procedures developed, and assessments and evaluations prepared.

Design of professional development sessions shall be results-driven and aligned to District, campus, and/or department goals. Flexible groups, collaboration, and follow-up are necessary components of quality professional development. All external professional development providers shall reflect the District's design principles and focus for professional development and evaluation.

Professional development shall include both voluntary and mandatory participation outlined in administrative procedures. Voluntary constitutes opportunities offered, but are not required of employees. Mandatory participation means the opportunity is required and non-negotiable as part of the employee's duties and responsibilities. Flexibility and decision management for participation may be granted to a school, department, or other entity based on the managed performance empowerment system. [See BQ(LOCAL)]

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

EVALUATION

Evaluation of professional development shall be based on multiple levels of effectiveness and shall include, but not be limited to, delivery, increased learning of the participants, level of support and change required, implementation of learning, and changes in student achievement.

Professional and career development outcomes shall be monitored for the level of implementation of programs, initiatives, and adoptions. Monitoring shall be conducted to assess impact on student learning and the change in behavior and/or practice of the instructional personnel participants. Monitoring shall also be conducted to assess the impact on behavior and practice in service delivery levels for support and technical personnel.

The Superintendent shall include implementation and evaluation information and results in the semi-annual theory of action status and assessment reports to the Board. [See EHAA(LOCAL)]

MEETINGS,
CONFERENCES, AND
WORKSHOPS

District personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See DMA and DMC]

When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.

The Superintendent or designee must approve absences for employees for attendance at meetings, conferences, and workshops that are directly related to the duties and responsibilities assigned. Procedures on approval shall be outlined in administrative regulations.

APPROVAL

The Districtwide professional development plan shall be presented for annual approval to the District leadership team for the subsequent school year. [See BQA(LOCAL)]

Practices and procedures for providing external professional development shall be established, reviewed, and approved on an annual basis.

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.
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, except as otherwise provided by policy, to discuss the written evaluation and may have as many conferences about performance of duties as the supervisor deems necessary. [See also DNA and DNB]
DOCUMENTATION AND RECORDS	Appraisal records and forms, reports, correspondence, and memoranda may be placed in each employee's personnel records to document performance.
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]

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LEGAL)

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;

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.

Education Code 21.351(c); 19 TAC 150.1006

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:

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; and
5. Indicate a period for summative annual conferences that ends no later than 15 working days before the last day of instruction for students.

19 TAC 150.1003(d)

A teacher may be given advance notice of the date or time of an appraisal, but advance notice is not required. *Education Code 21.352(d); 19 TAC 150.1003(c)*

APPRAISAL PROCESS

The annual appraisal shall include:

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LEGAL)

CLASSROOM OBSERVATION	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.
	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.
	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;
TEACHER SELF- REPORT	2. Completion of Section I of the Teacher Self-Report Form that shall be presented to the principal: 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; or c. Within the first three weeks of instruction in the school years when the PDAS orientation is not required.
	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;
CUMULATIVE DATA	3. Cumulative data of written documentation collected regarding job-related teacher performance, in addition to formal classroom observations; and
SUMMATIVE REPORT AND CONFERENCE	4. A written summative annual appraisal report and a summative annual conference, described below. <i>19 TAC 150.1003(b), (g)</i>
SUMMATIVE REPORT	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>
SUMMATIVE CONFERENCE	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

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.

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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>
<hr/> Note: The following provisions apply to teacher appraisal using the campus-developed appraisal method. <hr/>	
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:

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- 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
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The annual appraisal of teachers shall be in accordance with the Teacher Appraisal System developed by the District in compliance with statutory provisions and commissioner's rules.

PROBATIONARY
TEACHERS

If written evaluations and other evaluative information have been completed, the District may but is not obligated to consider the information prior to making a decision to terminate a probationary contract at the end of the contract term. [See DFAB(LEGAL)]

ADDITIONAL
EVALUATION

In addition to the San Antonio ISD Teacher Appraisal System, full-time teachers may receive also a written evaluation covering other aspects of the employment relationship. The collection of any documentation that will impact the appraisal shall follow the rules of cumulative data in the District's Teacher Appraisal System.

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 TEACHERS

Teacher Appraisal System Addendum
Student Performance Domain-Domain VIII

Evaluation Criteria (A): Efforts to Enhance Academic Performance *	Explanations	Examples **		
		Behaviors	Products	Measurement
1. The teacher aligns instruction with appropriate objectives, including TAAS-related objectives, to support student achievement.	1. The planning and delivery of instruction show evidence of the inclusion of appropriate instructional objectives, including TAAS, connected to the subject matter and content.	1. Collaborative Planning Data Analysis Classroom integration of curriculum Participation in staff development	Scope and Sequence Lesson plans Syllabi	Tools, Timelines Review documents Test results
2. The teacher analyzes available student performance data, including TAAS, to determine student instructional needs.	2. The planning and instructional delivery show evidence of task analysis that includes the analysis of performance data, including TAAS, relevant for all assigned students.	2. Examination Interpretation Utilization	Group planning Minutes Interdisciplinary units	Student work Reading inventory Grades
3. The teacher sequences classroom instruction, incorporating appropriate instructional objectives, including TAAS-related objectives, to meet student instructional needs.	3. Classroom content and instructional sequencing demonstrate that the teacher has determined which instructional objectives are appropriate and ordered instruction accordingly.	3. Teacher implementation of daily objectives Appropriate student groupings Follows scope and sequences of instructional objectives Implementation of varied instructional practices (modifications to meet student needs)	Profiles Timelines (linked with interim assessment) Lessons	Student Portfolios Computerized technology systems Snapshots Use of funds
4. The teacher utilizes instructional materials and implements strategies that are correlated with the campus improvement plan/curriculum as well as TAAS-related objectives.	4. The planning and instructional delivery show adaptations of techniques, materials, strategies, and activities to correlate with the campus improvement plan/curriculum, including <i>A New American Schools</i> design if applicable, and the appropriate TAAS-related objectives.	4. Use of variety of learner-centered resources Use of media center Implements strategies Active use of student-centered resources (centers, computers, etc.) Individual planning	Agendas Tests Student products Learner-centered classrooms Student/Teacher reflections	Observations Walk-thrus Reflections Districtwide assessment (i.e., Algebra I assessments)
5. The teacher provides feedback to all students regarding their learning progress on appropriate instructional objectives, including TAAS-related objectives.	5. Teacher instruction and feedback demonstrate awareness of instructional objectives, including TAAS, appropriate to the content, subject matter, grade level, and curriculum.	5. Providing ongoing feedback	Grades Conferences <i>(Additional Products continued on next page)</i>	Individual Reading Inventories <i>(Additional Products continued on next page)</i>
* With approval of the instructional steward/principals, schools/teachers may substitute other standardized measures and related objectives that are addressed in the AEIS system. This may include SAT/ACT, AP, TASP, end-of-course examinations, and commercial assessments		** Behaviors, products, and measurement tools may be selected from this list of noninclusive examples. Teachers are <u>not</u> expected to provide evidence of all behaviors and products from this list to support the Domain VIII criteria		

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

San Antonio Independent School District
Teacher Appraisal System Addendum
Student Performance Domain
Domain VIII

Evaluation Criteria	Explanations	Examples **		
		Behaviors	Products	Measurement
(B): Efforts to Enhance Student Attendance				
6. The teacher, in accordance with the campus improvement plan, monitors and promotes attendance of all students in assigned classes.	6. The teacher knows the general attendance patterns of assigned classes and works with appropriate staff, in accordance with the campus improvement plan, to monitor and promote student attendance and punctuality.	6. Positive encouragement/reinforcement Home visits Referrals to visiting teacher Accurate recordkeeping Recognition of attendance incentives, certificates, assemblies Conferences-parent, staff, student, etc. Letters/phone calls to parents Provides opportunities for tutoring/completion of assignments	(Additional Products listed on previous page) Reports-progress reports IEP modifications Charts/Graphs Student work Parent contact forms Logs - phone attendance, official attendance report form, meeting/conference (SST, FST, etc.) referral, discipline Appropriate referrals attendance committee, data clerk, counselor, etc.	(Additional Measurement listed on previous page) Running records (reading) Tool Kits IEPs Psycho-Educational Assessment Surveys Needs Assessment Inventories
(C): Efforts to Identify and Assist Students in At-Risk Situations				
7. The teacher identifies and utilizes the campus resources necessary to meet the educational needs of assigned students in at-risk situations.	7. The teacher uses campus resources (available staff resources and materials) to meet the educational needs of students with the potential of being at-risk.	7. Contact with counselors, social worker, SST, FST, mentors, etc. Implementation of campus plan TAAS and other testing Tutoring Promoting involvement with extracurricular activities Compliance with IEP or other educational plans Recommendation for intersession attendance	Anecdotal notes (in grade level) Standardized measurement Student progress reports Student portfolios Conference logs/minutes Phone logs Referral logs Discipline logs	
8. The teacher, in collaboration with parent(s) and school staff as appropriate, develops and implements an intervention plan for students who are failing and/or in danger of failing.	8. There is evidence that the teacher develops short-term and long-term educational strategies, when appropriate, for students who are experiencing failure.	8. Contact with parents, mentors, etc. Student/parent/team/grade-level conferences Referrals to SST, counselor, etc. TAAS conferencing with parent/student (profiles/portfolios)	Contacts: Academic IEP, behavior progress reports, daily checklist, logs, report cards, TAAS scores	

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

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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

A list of approved substitutes for teachers shall be issued by the District personnel office. Principals and teachers are encouraged to evaluate the effectiveness of substitutes who have served in the schools.