



**BROWNSVILLE
INDEPENDENT
SCHOOL DISTRICT**

EMPLOYEE HANDBOOK

Board Approved August 20, 2013

2013 - 2014

**Brownsville Independent School District
Employee Handbook
Guide to Changes and Additions**

Topic	Change Originated	Page Number	Description of Changes
Employee Handbook Board of Trustees	HR	i	Edited to reflect the change(s) on the Board of Trustees.
General Information	HR	1	Deleted Nor is it
Nonrenewal Reasons	TASB	13	Deleted (a) Added (b) Deleted 45th Added 10th
Travel Requests/Travel Expense Reimbursement	Finance	34-35	<p>Added All employee travel arrangements must be made through the BISD Travel Department. The Travel Reservation Form and the Request for Professional Leave Form with the required signatures must be submitted to the BISD Travel Department at least 30 days prior to the date of travel. Lodging will be based on the rates listed on the Texas State Comptroller's website. on the Request for Professional Leave Form. reimbursed meals for overnight travel according to the rates on the Texas State Comptroller's website. If the travel site is not listed on the Texas State Comptroller's website, meals will be reimbursed up to the standard maximum rate of \$46. Meals will be prorated when the travel date is less than a full day and the first and last calendar day of travel is calculated at 75 percent. Meal expenses will be reimbursed for actual cost. As such, receipts will be required before any reimbursement is made.</p> <p>Deleted mileage and other travel expenditures according to the current rate schedule established by the District. Authorized travel expenses shall be paid on a per diem basis for meals. For full-day travel, the per diem allowance will be used at the employee's discretion when traveling out-of-district for 24 hours or more. No receipts shall be required when a per diem allowance is received. For partial-day travel the per diem meal allowance will be prorated for less than full-day, out-of-district travel. Reimbursement for travel expenses (mileage, meals, lodging, and other travel-related expenditures such as parking fees, city use fees, etc.) shall have the approval of the employee's immediate supervisor. Reimbursements exceeding the state rate shall have the Superintendent's approval.</p> <p>Added Mileage expense shall be reimbursed for use of personal car at the rate of 45 cents per mile. Employees are required to calculate mileage by one of the following two methods:</p> <ul style="list-style-type: none"> • Odometer reading (point-to-point) for in-district travel and the employee must maintain a mileage log. • The online mapping source, Mapquest.com, must be used for out-of-district travel and the employee must print out the driving directions provided by the site and attach them to the reimbursement request. <p>Other travel-related expenses that are listed on the approved Request for Professional Leave Form, such as parking fees, shuttle, etc., require original receipts for reimbursement.</p> <p>Deleted Reimbursement An employee of the District shall be reimbursed for authorized travel if such travel is at the request of the employee's immediate supervisor and is approved by the Superintendent or designee. Reimbursement for travel expenses (mileage, meals, lodging, and other travel-related expenditures such as parking fees, city use fees, etc.) shall have the approval of the employee's immediate supervisor. Original receipts must be presented for reimbursement. The Superintendent may approve more than the state-approved rate per individual when the travel is required by the District and is reasonable. If travel amounts exceed the rates authorized for state employees in the current state appropriations act, the Superintendent shall ensure that accounting records accurately reflect that no state or federal funds were used to reimburse those excess amounts.</p>
Pre Payment Checks	Finance	35-36	<p>Added Purchase Orders for Prepayment checks shall have the dates of the event and the date that the prepayment check is needed in order to allow the prepayment clerk sufficient time to process the payment requests. Prepayment checks for meals will only be issued when students are involved in the trip. Prepayments for registration fees will require the registration form and approved Request for Professional Leave Form. The School/Department is responsible for forwarding all prepayment original receipts to the Finance Department within (5) working days after the event. The Superintendent may approve more than the state approved rate per individual when the travel is required by the District and is reasonable. If travel amounts exceed the rates authorized for state employees, the Campus/Department Administrator shall ensure that accounting records accurately reflect that no state or federal funds were used for the excess amounts.</p> <p>Deleted Keep in mind that a prepayment check may be issued for lodging, airfare and registration fees if requested by the employee. Requests for prepayments should arrive at the Finance Department Prepayment Clerk's office at least two weeks prior to the event to ensure that check(s) are issued in time for the event.</p> <p>Per Diem This allowance will only apply to meals and will eliminate the need to submit receipts for meals reimbursement. Employees will not receive an advance check for meals. The per diem allowance will be used at the employees' discretion. In addition, coaches/sponsors traveling with student groups will adhere to the per diem rate used by students. The per diem meals allowance will be pro-rated for less than full-day out-of-district travel.</p>

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Benefits	EB	36	Added The District uses third-party administrator, Mid-America to administer all individual plans. Employees wishing to withdraw or borrow against their individual account must contact their individual vendor and Mid-America at 1-866-873-4240. They will assist with processing the paperwork on behalf of the District.
Cafeteria Plan - Section 125	EB	37	Deleted and dread disease Deleted the word and
Teacher Retirement System of Texas	EB	37	Added the word <u>but</u> in first paragraph.
Health Insurance Benefits	EB	38	Edited capitalized the b in Board and t in Trustee Added the word must Added which normally takes place in August through mid-September. If you are a current employee you can generally only enrol during the Open Enrollment period. Deleted automatically if no additional premium is required. If an additional premium is required, coverage will begin coverage.
Late Enrollment Provisions	EB	39	Added as designated by the District take place annually and allow employees to Deleted will be allowed in which you may; The annual open enrollment period is designated and agreed to by us, but in no event more than 31 calendar days. Deleted The annual open enrollment period is designated and agreed to by us, but in no event more than 31 calendar days.
Marketplace Coverage (Options)	EB	40	Added Marketplace Coverage Options Under the Affordable Care Act, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you to evaluate options for you and your family, notice will be provided to all current and new employees about the new Marketplace and the coverage provided to all full-time employee by the District. The Marketplace offers "one-stop" shopping to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium. Open enrollment for health insurance coverage through the Marketplace begins in October for coverage starting in January. If you have an offer of health coverage from the district that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if the district does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from the district to cover you (and not any other member of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit. You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage or offers coverage that doesn't meet certain standards. The savings on your premium that you are eligible for depends on your household income. If you purchase a health plan through the Marketplace instead of the accepting health coverage offered by your employer, then you may lose the employer contribution to the district's group coverage. Please keep in mind that the contribution the district makes for your health coverage is excluded from income tax; however, your payments through the Marketplace are made on an after-tax basis. The Marketplace can help you evaluate your coverage options, including eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information.
Termination of Group Coverage	EB	41	Added Employees must notify the Employee Benefits Department of their decision to continue insurance or decline it at the time of resignation .
Supplemental Insurance Benefits	EB	41	Added employees should contact the benefit plan providers directly. Deleted Employee Benefits/Risk Management for more information
Flexible Spending Accounts	EB	42	Added As part of the District's benefits plan, we currently offer an employee-funded flexible spending account (FSA) to full-time employees hired on or before January 1 of a calendar year. Plan participants may elect an annual amount of flexible dollars to pay for eligible health care expenses, including medical or dental insurance deductibles, copayments and out-of-pocket costs for vision and other types of care. The district allows employees to set up a Health Care Reimbursement Account and/or a Dependent Care Assistant Account. Each account will be credited with your contributions and will be reduced by any payment made on your behalf. If eligible medical or dental expenses are less than the elected annual amount of flex dollars for that year, the balance will be forfeited.
Group Life Insurance	EB	42	Added Beginning on or after your 65th birthday, the amount of coverage decreases by percentage based on your age.
COBRA – Consolidated Omnibus Budget Reconciliation Act	EB	43-44	Added This section contains important information about your rights to continue your health care coverage. Upon termination from the District for any reason other than gross misconduct, reduction in hours of employment which includes Temporary Disability Leave, entitlement to Medicare, and loss of dependent child status, an employee may elect to continue group medical coverage at group rates as long as the employee pays the required monthly premium. Details on the conversion of any benefits will be discussed with you at the time of your termination by a personnel representative. You may, of course, request information on this subject at any time prior to actual termination.

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<p>Cobra (cont'd)</p> <p style="text-align: right;">43-44</p>	<p>Deleted Congress passed the Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit provisions in 1986. Health insurance programs allow employees and their families to take care of essential medical needs. These programs can be one of the most important benefits provided by an employer. There was a time when group health coverage was available only for full-time workers and their families. That changed in 1985 with the passage of health benefit provisions in the Consolidated Omnibus Budget Reconciliation Act (COBRA).</p> <p>Added within 14 days</p> <p>Deleted You should seriously consider continuing your health benefits under COBRA if you...</p> <ul style="list-style-type: none"> <input type="checkbox"/> Have had comprehensive benefits and do not mind paying more for them. <input type="checkbox"/> Want continual, guaranteed coverage at a higher cost. <input type="checkbox"/> Have had recent health problems. <input type="checkbox"/> Are taking expensive medications. <input type="checkbox"/> Have been declined for private insurance recently. <input type="checkbox"/> Have a history of medical problems. <input type="checkbox"/> Have had an accident within the 60-day window of enrollment. <input type="checkbox"/> Are pregnant or planning to become pregnant. <input type="checkbox"/> Obtained a new job and your new employer does not offer a health plan. <p>Under COBRA a group health plan ordinarily is defined as a plan that provides medical benefits for the employer's own employees and their dependents through insurance or otherwise (such as a trust, health maintenance organization, self-funded pay as you go basis, reimbursement or combination of these). Medical benefits provided under the terms of the plan and available to COBRA beneficiaries may include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inpatient and outpatient care <input type="checkbox"/> Surgery and other major medical benefits <input type="checkbox"/> Physician care <input type="checkbox"/> Prescription drugs <input type="checkbox"/> Any other medical benefits, such as dental and vision care.
<p>HIPAA – The Right to Privacy</p> <p style="text-align: right;">EB 44</p>	<p>Deleted The Department of Health and Human Services (HHS) has issued the regulation, "Standards for Privacy of Individually Identifiable Health Information," applicable to entities covered by HIPAA. The Privacy Rule recognizes that the research community has legitimate needs to use, access, and disclose Protected Health Information (PHI) to carry out a wide range of health research protocols and projects. The Privacy Rule protects the privacy of such information while providing ways in which researchers can access and use PHI when necessary to conduct research.</p> <p>INFORMATION AND HOTLINE DIRECTORY</p> <p>Added For more information or to reach the Department of Health & Human Services you may contact: U.S. Department of Health & Human Services.</p> <p>Deleted U.S.</p>
<p>Leaves and Absences</p> <p style="text-align: right;">HR 47</p>	<p>Added All Employees that are out for more than (5) five consecutive days must submit a medical certification to HR Department and receive a clearance (Authority to report to work).</p>
<p>Personal Leave</p> <p style="text-align: right;">HR 48-49</p>	<p>Deleted earned at a rate of one-half workday for every 18 workdays of employment up to the maximum of five workdays annually.</p> <p>Added available for use at the beginning of the year.</p> <p>A day of personal leave is equivalent to an assigned workday.</p> <p>Deleted There are two types of personal leave</p> <p>Added Personal leave may be used for two general purposes:</p>
<p>Nondiscretionary</p> <p style="text-align: right;">HR 49</p>	<p>Deleted will be granted to employees</p> <p>Added may be used</p>
<p>Voluntary Transfer of Local Days</p> <p style="text-align: right;">HR 51</p>	<p>Edited from with for</p>
<p>"Voluntary Transfer of Days Committee"</p> <p style="text-align: right;">HR 52</p>	<p>Added HR</p> <p>Deleted words Personnel and Insurance</p> <p>Added Employee Benefits/Risk Management Administrator</p>
<p>Sick Leave Bank</p> <p style="text-align: right;">HR 53</p>	<p>Deleted Enrollment is held from October 1st through October 31st of each year.</p> <p>Added Enrollment is held October 1st of each year.</p>
<p>Military Family Leave Entitlements</p> <p style="text-align: right;">TASB 55</p>	<p>Deleted Eligible employees with a spouse, son, daughter, or parent on active military duty and deployed to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies.</p> <p>Added An eligible employee whose spouse, son, daughter or parent is on covered active duty or called to covered active duty status may use his or her 12 –week leave entitlement to address certain qualifying exigencies. *The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definitions of "serious health condition"</p>
<p>Worker's Compensation Benefits</p> <p style="text-align: right;">HR 63-64</p>	<p>Added Effective August 1, 2013, the District has adopted a Workers Compensation Section 504 Health Care Panel in accordance with Section 504.053(b) (2) of the Texas Labor Code. The District is committed to promoting a safe and healthy work environment. The program will consist of a selective provider panel of treating physicians, providers and medical specialists, all who are committed to providing you with the best medical care should a work-related illness or injury occur. Except in the case of an emergency, you will be required to obtain medical care from our 504 Provider Panel. Employees choosing workers compensation benefits may only visit a health care provider approved by the District, properly credentialed and listed on the District approved Provider Panel list.</p> <p>Added Contact Human Resource Department for more information. You can also find forms on HR Department web page.</p>

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Standards of Conduct	TASB	70	Deleted State Board for Educator Certification Added Texas Education Agency
Discrimination, Harassment and Retaliation	TASB	74	Deleted DAA
Reporting Suspected Child Abuse	TASB	75	Added or administrator
Tobacco Use	TASB	80	Added Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.
Personnel Records	TASB	85-86	Added including personal cell phone number, emergency contact information and Personal e-mail address Deleted Social Security number



EMPLOYEE HANDBOOK

ACKNOWLEDGEMENT FORM

Employee Status

- Full-Time
- Part-Time

Dr. Carl A. Montoya
Superintendent of Schools

EMPLOYEE NAME (LEGAL NAME)

▲ LAST: (As listed on social security card)	FIRST:	MIDDLE:

▲ EMPLOYEE NO. (Available on check stub) Note: <u>Must</u> provide employee number	▲ OFFICIAL JOB TITLE
	▲ LOCATION NAME (i.e. Campus Name / Food Services / Transportation / Maintenance, etc.)

I hereby acknowledge my responsibility to the following information:

_____ The latest edition of the BISD Employee Handbook can be accessed on the
Initials district's website at www.bisd.us/.

The information outlined in this handbook is a guide to and a brief explanation of district policies and ***is subject to change at any time***. I understand that changes in district policies may supersede, modify, or eliminate the information summarized in this handbook. The entirety of all District policies may be viewed online. Additionally, I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I accept responsibility for reading and abiding by the changes, contacting my supervisor or the appropriate department if I have questions or concerns or need further explanation.

This handbook is neither a contract nor a substitute for the official *District Policy Manual* and is not intended to guarantee continued employment. Rather, it is a guide to and a brief explanation of district policies.

I understand that I have an obligation to inform my supervisor or Human Resource of any changes in personal information, such as name change, phone number and current address.

EMPLOYEE SIGNATURE

DATE

NOTE: Sign and date this form immediately and return to your principal / department administrator. Administrators will forward the original form for each employee to the Human Resource Department.

Employee Handbook

BOARD OF TRUSTEES

*Board President
Dr. Enrique Escobedo, Jr.*

*Vice President
Herman Otis Powers, Jr.*

*Secretary
Minerva M. Peña*

*Assistant Secretary
Luci B. Longoria*

*Members:
Jose Hector Chirinos
Cesar Lopez
Caty Presas-Garcia*

*Superintendent of Schools
Dr. Carl A. Montoya*

DISCLAIMER – This Employee Handbook is intended to serve as a general explanation and guide of the Brownsville ISD Policies and Procedures that may affect our employees. Brownsville ISD reserves the right to revise this Employee Handbook in whole or in part at any time, with or without notice. The official Policies and Procedures of the Brownsville ISD shall be the official governing documents and shall take precedence in the event of any conflict between Brownsville ISD Policy and this Employee Handbook. No employee may rely on or otherwise interpret a statement by a supervisor, manager or department head as constituting a change in policy. This Employee Handbook is not a contract, either expressed or implied, nor does it guarantee employment for any specific duration.

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General Information



The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. This book is not an exhaustive treatment of the law nor is it intended to substitute for advice of an attorney and does not replace the school district's board adopted policy manual, which contains all official policies that govern the operation of the district and your employment in the district.

This handbook is neither a contract nor a substitute for the official district policy manual. It is not intended to alter the at-will status of non-contract employees in any way. Rather, it is a guide to and a brief explanation of district policies and administrative procedures related to employment. District policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with the handbook topics, or confer with their immediate supervisor. Policy manuals are located at your Administrator's office, campus or library and /or are available for employee review during normal working hours. An electronic copy of this manual is available on the District's web site at www.bisd.us/ and at: <http://www.bisd.us/humanresources/newclassified/>.



The District

The Brownsville Independent School District (BISD) serves over 49,000 students, mostly Hispanic and low socio-economic; in a unique international community setting at the southernmost tip of Texas. The District is the largest employer in South Texas. The District is

proud to have developed magnet programs within the District's high school campuses. These programs attract students interested in Engineering Professions, Medical and Health Professions, Fine Arts and Teaching, International Business and Criminal Justice. Academically, both the Southern Association of Colleges and the Texas Education Agency (TEA) have accredited Brownsville Public Schools.

BISD Mission Statement

Brownsville Independent School District, rich in cultural heritage, will produce well-educated graduates who can pursue higher educational opportunities and who will become responsible citizens in a changing global society by utilizing all resources to provide equitable opportunities for students.

Note: Policy AE

Board of Trustees

Texas law grants the Board of Trustees the power to govern and oversee the management of the district's schools. The Board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, and the annual budget, employment of the superintendent and other professional staff, and facilities. The Board has complete and final control over school matters within limits established by state and federal law and regulations.

The Board of Trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the District's children. Trustees serve without compensation, must be registered voters, and must reside in the district. A written notice of regular and special meetings will be posted on the District's website and posted at the Main Administrative Office at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place and subjects of each meeting. In emergencies, a meeting may be held with a two-hour notice.

Regular Board meetings are scheduled for the first and third week of every month. All meetings are open to the public. Special meetings may be called when necessary. In certain circumstances, Texas law permits the Board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

Note: Policies BA, BB series, BD series, and BE series

Employment

State and federal laws require certain information to be disseminated to school District employees. In some cases, the law specifically requires that employees be given copies of policies or notices; in other cases, notices must be posted; and yet in others, conveying the information – in staff meetings, employees handbooks or staff newsletters – may suffice.

Equal Employment Opportunity



The Brownsville Independent School District does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability, military status, genetic information or on any other basis prohibited by law. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

Employees with questions or concerns about discrimination based on sex, including sexual harassment should contact the Superintendent or Leandra C. Ortiz, the District's Title IX Coordinator at (956) 698-6379. Employees with questions or concerns about discrimination on the basis of a disability should contact the Superintendent or Maricela Zárate, ADA/Section 504 Coordinator for Employees at (956) 548-8031. Information on the 504 process may be found on-line under the heading Medical Information at:

<http://www.bisd.us/employment/newclassified/employment.asp>

Note: Policies DAA, DIA

Employment Procedures

Vacancy Announcements

Announcements of job vacancies by position and location are distributed on a regular basis and posted on the District's website.

Current district employees may apply for any vacancy for which they have appropriate qualifications. All advertised positions shall be posted for no fewer than ten working days. All positions on the administrative and professional salary schedule shall be advertised within the District and may be advertised outside the District unless otherwise directed by the Board.

Note: Policy DC

New Position

With regard to new positions, the appropriate administrator must prepare a job description. The new position will be evaluated and assigned a pay grade by the Human Resource Department prior to the job being advertised, employment tendered or salary established. New positions must be classified in the pay system and have a job description prior to hiring new employees.



Employment Application

The Brownsville Independent School District relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented through the hiring process and employment.

It shall be the responsibility of the applicant to furnish accurate information, and any falsification of either information or credentials shall be cause for dismissal or refusal to employ. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the district's exclusion of the individual from further consideration from employment, or if the person has been hired, termination of employment.

Note: Policy DC; Administrative Procedures

Employee Reference Check

To ensure that individuals who join the Brownsville Independent School District are well qualified and have a strong potential to be productive and successful, it is the practice of the

Brownsville Independent School District to check the employment references of all applicants.

The Human Resource Department will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates and position(s) held.

Note: Administrative Procedures



Interview

Only qualified applicants shall be granted interviews. An interview is a prerequisite for employment and may be conducted in person, by video tape, by computer interaction, or by telephone.

Note: Policy DC

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 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)*

Note: Policy DK

Pre-Employment Inquiries & Medical Examination

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)*

A medical examination may be required of any employee when in the judgment of the immediate supervisor and 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 a physician to perform the examination, and in that case, shall pay the cost of the examination.

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*



Note: Policy DBB

Reporting of Valid Positive Results

The District is required by federal safety regulations to conduct alcohol and drug testing of an employee who holds a commercial driver's license and shall report the following information to the Department of Public Safety:

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

3. "Dilute Specimen" means a specimen with creatine and specific gravity values that are lower than expected for human urine.
4. A refusal to provide a specimen for an alcohol or drug test.
5. 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 pre-employment testing. *Trans. Code 644.251-644.252; 29 CFR 40.3*

Note: Policy DHE

Form I-9

The Brownsville Independent School District is committed to employing U.S. citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed the I-9 form with Brownsville Independent School District within the past three years, or if their previous I-9 is no longer retained or valid.

The Form I-9 helps employers to verify individuals who are authorized to work in the United States. Each new employee, hired after November 6, 1986, is required to complete Section One of the Form I-9 when they start work. The District will review the documents establishing each employee's identity and eligibility to work and will properly complete Section 2 of the form. The District must retain the Form I-9 for three years after the date the person begins work or one year after the person's employment is terminated, whichever is later.

Nepotism

In cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment. A relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. The nepotism prohibitions do not apply to appointment or employment of a substitute teacher.

Supervisory Capacity

District employees in a supervisory capacity shall not be permitted to supervise other employees at the assigned work location if the employees are related as defined in DBE (LEGAL) by consanguinity (blood) kinship or by affinity (marriage) kinship.

Note: Policy DBE, DK

Board Members

Except as provided by 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:

The person is related to the public official by consanguinity (blood) within the third degree or by affinity (marriage) within the second degree; or

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-0184 (2000)*

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:

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

Retirees:

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.

Note: Policy DBE

Superintendent

If, under the employment policy [see DC], the Board delegates to the Superintendent the final authority to select District personnel:

- 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

- 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 and is not prohibited from continuing employment with the District subject to the abstention requirements. *Education Code 11.1513(f); Atty. Gen. Op. GA-123 (2003) [See BBFA]*

Affinity

Two persons are related to each other by affinity if they are married to each other or if the spouse of one of the persons is related by consanguinity to the other person. Divorce or the death of a spouse terminates relationships by affinity created by a marriage unless a child of the marriage is living. If a child of the marriage is living, the marriage is considered to continue until the youngest child of that marriage reaches the age of 21. 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. A husband and wife are related to each other in the first degree by affinity. *Gov't Code 573.024*

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*

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)*

Note: Policies DBE, DK

The following illustrations depict the relationships that violate the nepotism law.

Consanguinity (Blood) Kinship

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

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
 BISD no discrimina a base de raza, color, origen nacional, sexo, religion, edad, incapacidad o información genética en el empleo o la disposición de servicios, programas o actividades.

Third Degree

Affinity (Marriage) Kinship

The Board member or supervisor’s spouse is the prospective employee.
(Marriage) Kinship

OR

Board member or supervisor’s spouse is prospective employees:

OR

Prospective employee’s spouse is the Board member or supervisor’s . . .

First Degree	Parent	Child
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Second Degree	Grandparent	Grandchild	Sister/Brother
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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/supervisor and prospective employee through either of their spouses.

Employment after Retirement

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed in limited circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS website at www.trs.state.tx.us. Employment after retirement does not apply to Classified employees.



Contract and Non Contract Employees

The following will provide a general description of the employment arrangements used by the District. State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code.

Note: Policies DC series

Probationary Contracts

Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after at least a two-year lapse in district employment also may be employed by probationary contract. Probationary contracts are one-year contracts.

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:

- Principal
- Supervisor
- Classroom Teacher
- Counselor
- Other full-time professionals required to hold a certificate under Education Code Chapter 21, Subchapter B.
- Nurse.

Maximum Probationary Contract Period

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 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*

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

Note: Policy DCA

Grounds for Termination of Probationary Contract

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. Before any probationary contract employee is terminated, 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. 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)*

Note: Policy DFAB

Continuing Contracts

Any District employee hired under a continuing contract prior to February 20, 1996, shall remain on a continuing contract until the employee relinquishes the contract. Policies relating to employment by educator term contract [see DCB and the DFB series] do not apply to employees on continuing contracts.

Note: Policies DC, DCC, DFD, DFCA, DFE, DFAC, DFCA



Term Contracts

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.

Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed on line or copies will be provided upon request.

Note: Policies DC, DCB, DFBB, DFF, DFE, DFBA

Grounds for Dismissal of Term Contract

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)*

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)*

Any employee may be dismissed for good cause before the completion of the term fixed in the contract. Good cause includes failure to comply with special conditions of employment.

Note: Policy DFBA, DFBB

Nonrenewal Reasons

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. *Education Code 21.203 (b)* [See DNA]

Not later than the 10th day before the last day of instruction in a school year, the Board shall notify in writing each term contract employee whose contract is about to expire of its proposal to renew or not renew the contract.

The recommendation to the Board and its decision not to renew the 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.

Note: District Policy DFBB provides examples for proposed nonrenewal of an employee's term contract and may be accessed on the District web site at www.bisd.us (Policy On-Line).

Note: Policy DFBB

Noncertified Professional and Administrative Employees

Employees in professional and administrative positions that do not require SBEC certification (such as non-instructional administrators) are employed by a one-year contract that is not subject to the procedures for nonrenewal or termination under the Texas Education Code.

The Board retains final authority for employment and dismissal, based on the Superintendent's recommendations, of non-contractual personnel whose positions are on the Special Assignment/Administrative salary schedule.

Note: Policies DC, DCE

Paraprofessional and Auxiliary Employees

All paraprofessionals and auxiliary employees, regardless of certification, are employed at-will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the District.

Note: Policy DCD

Criteria for Personnel Decisions

The Board establishes 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. [See DAB]

The Board prefers that all classified personnel who occupy positions requiring contact with school children, other District personnel, and the public as a whole, be bilingual (English/Spanish). The Board prefers that all employees have a minimum of GED or high school diploma.

Note: Policy DAB

Employment Practices

Personnel Records

The District maintains current and complete personnel records of all employees according to TEA rules and guidelines and local administrative requirements. It is the responsibility of each employee to promptly notify the District of any changes in personal data. Names, personal mailing addresses and telephone numbers must be accurate and current at all times. If any personal data has changed, you must contact the Human Resource Department.

Most District records, including personnel records, are public information and must be released upon request. Each District employee and Board member has a choice on whether to allow public access to this information. Each new employee and board member have 14 days to submit their decision in writing. If no choice is made then the information becomes available to the public. A written request made after the 14 days does not apply to an open records request made before the option was exercised.

Employees may choose to have the following personal information withheld:

- Address
- Social Security Number
- Phone Number
- Information that reveals whether they have family members

To request copies of records from your file, you must complete a form at the Human Resource Department. The order shall be filled within twenty-four to forty-eight hours. In addition, the first ten (10) copies are complimentary, and thereafter, a fee will be charged for each copy.

Note: Policy DC, GBA

Change of Personal Data

When an employee has a change of personal data, including a change of name, address, or telephone number, the employee **must** complete and submit a “Change of Personal Data Form” with the correct information to their respective Human Resource Department. The form may be downloaded from the Human Resource Department’s home-page at

www.bisd.us/employment.

Outside Employment

Employees are required to disclose in writing to their Administrator/Principal any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

The Administrator/Principal shall ascertain whether the outside employment will interfere with the employee's ability to carry out his or her regular assignment and essential job functions. At any time an employee's performance level becomes unacceptable, outside employment shall be reviewed along with other factors.

An employee shall also disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

Note: Policy DBD

Absenteeism and Tardiness

While absences may occur for legitimate reasons such as sickness or important personal problems, false or unrealistic excuses are not acceptable. Employees who will be late or absent are expected to call as far in advance of starting time as possible, to state why they will be absent and when they will return to work. This provides the principal/administrator time to take necessary steps to rearrange work assignments or secure a substitute where applicable. Every employee is expected to report an absence from work in accordance with the rules and procedures in effect at his/her school/department. Failure to adhere to established reporting rules and procedures may result in disciplinary action up to and including termination.



The following guidelines will be used for handling excessive absences or tardiness. In determining whether an employee has been absent or tardy an excessive number of times, the following definitions will apply:

- Tardiness** Any employee arriving ten (10) minutes after his/her scheduled starting time will be considered tardy.
- Excessive Tardiness** Any three (3) occurrences of tardiness within a thirty (30) day period will be considered excessive.
- Absence** Any employee who is not present at his/her work assignment during any scheduled work period will be considered absent for that period.
- Excessive Absenteeism** Excessive absenteeism and turnover are expensive, disruptive, and places an unfair burden upon other employees. Any three (3) separate occurrences of absence within a thirty (30) day period will be considered excessive. The supervisor shall review reasons for absences. The supervisor may issue a written notice outlining concerns and/or a conference may be requested.

Assignments, Hours, Reassignments and Schedules

Due to the staggered starting times and differences in the length of school days at different campuses, and the District's desire to have flexible work hours, it is difficult to have a standard workday or work week.

Employees will work a minimum of 40 hours per week (unless on a reduced work schedule.) **Employees are not permitted to work before or after their calendar year without prior written approval from the Superintendent or the Assistant Superintendent for Human Resources as the Superintendent's designee.** All requests must be made in advance and may require Board approval. A copy of the request must be submitted to the respective Administrator for Human Resource Department.

Administrators cannot change work calendars without authorization from the Superintendent or the Assistant Superintendent for Human Resources as the Superintendent's designee.

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Any change in an employee's contract shall be in accordance with policy DC.

Campus assignments and reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal employment opportunity and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to

approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Work schedules and daily time schedules within the guidelines set out in this section, including lunch breaks and, if applicable, rest breaks, are determined by the principal/administrator in charge within his/ her discretion with final determination by the Superintendent or designee, and are subject to change at any time at the discretion of the principal/administrator.

All Classified personnel shall adhere to the following guidelines:

Position	Work Days Are To Be Eight (8) Full Hours of Actual Work	Work Week Starts
Clerical Technical	8 Hours of actual work and a minimum of ½ hour to a maximum of one hour for lunch. This lunch break shall be duty free and may be taken on or off the campus/department if agreed to in advance with the school principal/ administrator. *Some teacher aides may eat lunch with the students, which is part of the actual workday and requires compensation.	<i>Workweek is from Saturday 12:00 a.m. through Friday at 11:59 p.m.</i>
Manual Technical	8 Hours of actual work. Lunch break may be a minimum of ½ hour with no maximum limit. The unlimited lunch break for some employees may be due to a split work schedule. Lunch is duty free and may be taken on or off the campus/department if agreed to in advance with the school principal/administrator.	<i>Workweek is from Saturday 12:00 a.m. through Friday at 11:59 p.m.</i>

Classified Employees

Classified or support employees will work a minimum of 40 hours per week (unless on a reduced work schedule)*. All employees will follow a work schedule (includes a minimum 30-minute duty-free uninterrupted lunch except for 10:00 p.m.-6:00 a.m. shift.) The Fair Labor Standards Act prohibits non-exempt employees from working more than 40 hours per week without overtime compensation.

***Note: Full Time Transportation Employees work a minimum of 32 hours weekly.**

Elementary and Middle School

Teachers, teacher aides, nurses, librarians and counselors will be on duty a minimum of 7-1/2 hours per day (includes 30-minute duty-free uninterrupted lunch) and should be available periodically to attend staff meetings, a maximum of 2-1/2 hours per week. Staff development and parent conferences are not to be considered as part of the time allocated for staff meetings. This additional time will be scheduled by the appropriate principal or program director.

High School

Teachers, teacher aides, nurses, librarians and counselors will be on duty a minimum of 7-3/4 hours per day (includes 30-minute duty-free uninterrupted lunch) and should be available periodically to attend staff meetings, a maximum of 2-1/4 hours per week. Staff development and parent conferences are not to be considered as part of the time allocated for staff meetings. This additional time will be scheduled by the appropriate principal or program director.

Supplemental Duties

Non-contractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Note: Policies DC, DEA, DK, DL



Breaks, Meal Periods and Rest Periods

There are no state laws regulating breaks and rest periods. The option to allow an employee to take a break or rest period is left entirely to the discretion of the principal or administrator. If

authorized, breaks should be a maximum of 15 minutes, up to twice a day. Teacher aides generally are not given breaks or rest periods.

B. I. S. D. follows strict federal guidelines when it comes to meal periods. According to the *Fair Labor Standards Act* (FLSA), which is a federal statute concerning minimum wages and payment of overtime, a meal period or rest period of less than twenty minutes may not be deducted from the hours an employee works. The time also may not be deducted if the employee is not entirely free from work responsibilities such as having to answer the phone during lunch breaks or during night shifts when only fifteen minutes are allowed for lunch. Otherwise, employees need not be compensated for time spent during a meal period, and mealtime may be deducted from time spent at work.

Note: Policy DK (Regulation)

Performance Evaluations

An evaluation of an employee's job performance is a continual process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the District. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Note: Policies DN series

Professional Development

Professional or staff development activities are organized to meet the needs of employees and the District. Professional Development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Professional Development for non-instructional personnel is designed to meet the specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Note: Policy DMA

Employee Involvement

At both the campus and district levels, Brownsville ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or Brownsville ISD website.

Compensation and Benefits

General Information

Employees are paid in accordance with administrative guidelines and an established pay structure. The District's pay plans are reviewed by the administration and adjusted as needed. All District positions are classified as exempt or non-exempt according to federal law. Professional and administrative employees are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as non-exempt and are paid an hourly wage or salary and receive overtime pay for each hour worked beyond 40 in a workweek.

Salaries and wages are reviewed on an annual basis and adjusted according to the budgeted amounts approved by the Board. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the District's extra-duty pay schedule. Certified employees will follow the Board Approved Compensation Plan and established Administrative Guidelines in determining their pay. This applies to assignments of new hires, reassignments, promotions, demotions and voluntary transfers to lower pay grades. Employees should contact the Human Resource Department for more information about the District's pay schedules or their own pay. [Refer to DEA (Local)]

Annualized Compensation

The District pays all salaried employees over 12 months regardless of the number of months their position is employed for during the school year. Salaried employees will be paid in equal monthly payments, beginning with the first pay period of their school calendar. Employees who resign to retire and have fulfilled their contract may continue to receive paychecks through the end of their pay cycle, if requested. An employee who resigns and has completed their contract/calendar may elect to continue enrollment in the District's group health coverage for one or more months of the summer. The employee's share of premiums shall be

withheld from the final paycheck. The employee **must** notify the Employee Benefits Department in advance.

Note: Policy DEA

Compensation Plan

A Compensation Plan includes guidelines and procedures to maintain an effective position classification and compensation plan.

The District strives to ensure that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other school districts in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to communicate these concerns openly and directly to their supervisor. Experience has shown that when employees deal openly and directly with supervisors, the work environment can be improved through better communication and more positive attitudes. Brownsville I.S.D. demonstrates its commitment to employees by responding effectively to employee concerns.

Pay Structure

The pay structure for all personnel shall be established and maintained by daily or hourly base rates to promote consistent treatment of employees who have different work-year periods. A pay range for each position shall provide guidelines for minimum and maximum rates based on job worth. Employees shall be paid within the range of daily or hourly rates established for the position assigned. The Superintendent or designee shall assign responsibility for administering the pay structure.

Pay ranges are established to provide opportunities to increase employee salaries for continued satisfactory service to the District. Employees may advance within the pay range according to the amount of increase approved annually by the Board.

Note: DEA Regulation

Job Classification

All positions shall be assigned to pay grades based on the level of skill, effort, and responsibility required of the job assignment. Job classifications or reclassifications for positions shall be based on an assessment of job requirements and comparability to other

positions in the District.

Note: DEA Regulation

Pay Grades

All wage scales have a minimum and maximum pay range. There are no steps.

Certified employees not falling within the Teacher Scale shall fall within the Administrative & Special Assignment Scale. Four wage scales shall be in effect for classified employees. The pay structure shall consist of pay range structures for the following employee groups or pay families:

Administrative & Special Assignment Scale	Pay Grades 1 through 8
Manual Trades	Pay Grades 01 through 08
Clerical-Administrative	Pay Grades 12 through 19
Technical Support	Pay Grades 22 through 27
Instructional Support	Pay Grades 31 through 36

Exempt/Non-exempt Employees

It is the intent of the Brownsville Independent School District to clarify employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at any time is retained by both the employee and the Brownsville Independent School District.

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

The following terms will be used to describe the classification of employees and their employment status:

Exempt	The District shall pay employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA) on a salary basis. The salaries of these employees
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	<p>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 (DGBA). If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.</p>
Non-exempt	<p>Non-exempt 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.</p> <p>A non-exempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to disciplinary action but shall be compensated in accordance with the Fair Labor Standards Act.</p>
Full-time	<p>Employees scheduled to work 40 hours or more per week who also receive District benefits.</p>
Temporary-Substitute	<p>Employees who are hired for a pre-established period. They may work a full-time or a part-time schedule. They are ineligible for District benefits and holiday/vacation pay, if applicable.</p>

Substitute Workers

All substitute teachers, transportation workers, food service workers and custodians will be hired according to the District's Board approved Compensation Plan. In the event that a substitute worker is placed as a full-time employee, then effective upon such placement the employee's salary shall be determined under the guidelines for a new hire, for the pay grade in which such employee is placed.

Temporary Employees

Temporary positions are defined as those positions that are established for less than the Board approved number of workdays per year for teachers and that are intended to be dissolved at the end of the assignment. Temporary positions of four and one-half months or more are non-contractual and with fringe benefits. Temporary positions of less than four and one-half months are non-contractual and do not include fringe benefits.

All temporary employees will be hired according to the District's Board approved Compensation Plan. In the event that a temporary worker is placed as a full time employee, then effective upon such placement the employee's salary shall be determined under the guidelines for a new hire, for the pay grade in which such employee is placed.

Experience as a substitute or temporary employee will not count towards years of experience if hired as a full-time employee.

Paraprofessional and Auxiliary Employees

Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessionals and auxiliary employees are not exempt from overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor and with final approval by the Superintendent.

Professional Employees

Professional employees and academic administrators are exempt from overtime pay and are employed on a 10, 11, or 12-month basis, according to the work schedules set by the District.

Experience Conversion Table

New employees who are especially skilled at the job they are filling, by virtue of verified years of job related experience, may be placed at a rate between the minimum and midpoint of the pay grade which better compensates for their past experience. For pay purposes, employees returning to the district with less than a year of break in service, who are employed at an equal pay grade position will attain the hourly rate earned before the latest resignation date. Experience as a substitute worker or a temporary employee will not count towards years of experience when a "new hire" is placed as a full-time employee. Percentage increases may be granted for every two (2) years of previous job-related experience in excess of the job description requirement. A year shall be defined as a normal work year period but shall not be less than nine (9) months.

Job related experience means the experience being considered must have a direct relationship or a connection to the position of which the employee is being hired. Job related experience pay must not be offered to an applicant without first acquiring approval of the Superintendent or his designee. In no instance shall the amount exceed 10% or the midpoint range within each pay grade, whichever is less, unless approved by the Superintendent of Schools and the Board of Trustees. ***The conversion table will only be used for new hires at the time of hire and not in cases where current employees are promoted.***

If the Superintendent or his designee determines that compensation for past job experience is appropriate for Classified Employees, the following table will be used:

Years of Experience Beginning Wage

0 – 1	Minimum of Pay Grade
2 - 3	2% above Pay Grade Minimum
4 - 5	4% above Pay Grade Minimum
6 - 7	6% above Pay Grade Minimum
8 - 9	8% above Pay Grade Minimum
10 +	10% above Pay Grade Minimum



Automatic Payroll Deposit

BISD has 100% electronic Automatic Payroll Deposit Program in which their payroll checks are deposited directly to a specified bank or credit union. With automatic deposit, an employee’s pay is immediately available on the pay date. Contact the payroll office at 956-548-8391 for more information about the automatic payroll deposit service.

An employee’s payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated.

It is **the employee’s responsibility** to notify the Payroll Office immediately when the amount of a paycheck is in error. Failure to report any error in a timely fashion may result in future payroll adjustments.

Employees must submit a signed *Authorization Agreement for Direct Deposit Form* and return it to the Payroll Department. A personal check marked “VOID”, or a preprinted deposit slip with the account number or a savings account card must be submitted in order to verify transit routing number and account number.

The Direct Deposit Authorization Form is effective immediately.

If more than one account is requested, the employee must designate the amount or percentage to be placed in each account. The net amount of your paycheck will be deposited into the employee’s primary account.

The employee must notify the Payroll Department before closing any accounts at least seven (7) business days before payday for Monthly Hourly and Monthly Salaried employees and five (5) business days for Biweekly employees. If funds are rejected for an invalid or closed account, replacement checks will not be processed until seven (7) banking days after payday. The *Direct Deposit Authorization Form* must be submitted to the payroll department by the end of each month in order to be effective for the following month’s payroll.

Pay Dates

The payroll month for Certified Personnel runs from the first to the last day of the month. All professional employees are paid monthly on the 25th. If the 25th falls on a weekend or holiday, the district shall pay on the first business day before the 25th. Classified Personnel are paid monthly and bi-weekly, depending on their positions.

Note: Policy DEA

Paycheck Statement

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we promptly will make any correction that is necessary. Please review your paycheck statement when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any question, please contact the Payroll Department immediately. An employee's payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated. Paycheck statements will not be released to any person other than the district employee named on the check without the employee's written authorization. Contact the Payroll Department at 956-548-8391 with questions regarding your statement, deductions and payroll amounts.

Overtime Compensation

The District compensates overtime for **non-exempt** employees in accordance with federal wage and hour laws. All employees are classified as exempt or non-exempt for purposes of overtime compensation. Exempt employees are ineligible for overtime compensation. Only non-exempt are entitled to overtime compensation. ***Non-exempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor.***

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. Non-exempt employees that are paid on a salary basis are paid for a 40 hour workweek and do not earn additional pay unless they work more than 40 hours.

Employees who must work beyond their normal schedule but less than 40 hours per week will be compensated in straight-time pay or equivalent time off in the same workweek. Employees must work more than 40 total hours in a week to earn overtime compensation.

For the purpose of calculating overtime, a workweek begins at 12:01 a.m. Saturday and ends at midnight on Friday.

Employees may be compensated for overtime at time-and-a-half rate with direct pay. The Campus/Department Administrator will determine each employee's daily work schedule. All overtime must have prior approval of their immediate Administrator, the Funding Administrator and the Superintendent prior to any overtime worked.

Compensatory Time

The Brownsville Independent School District has made the determination that employees will be paid overtime. There will be no approved compensatory time accruals.

Note: DEA

Promotions

For Classified employees, the current hourly or daily rate shall be utilized and the rate in the new grade shall be determined. The new rate shall increase four (4%) percent for every increase in pay grade to a maximum of twelve (12%) percent or the new grade minimum whichever is greater. If the current hourly or daily rate of pay is above the new grade maximum, no increase is given. Certified employees will follow the Salary Schedule as approved in the Employee Compensation Plan.

Demotion to a Lower Grade/Voluntary Transfer

An employee who is demoted according to District procedures or who is transferred or reassigned at the employee's own request to a new position with a minimum hourly or daily rate that is less than the minimum hourly or daily rate of the employee's initial grade shall be treated in the following manner:

1. The current hourly or daily rate shall be utilized and the employee's rate shall be decreased two percent (2%) for every drop in pay grade to a maximum of six (6%); then the employee shall be placed in the new grade. However, the employee's rate shall not be reduced below the minimum pay rate for the new grade. If the employee's hourly or daily rate is above the maximum pay rate of the lower grade, the employee's rate will be adjusted to the maximum of the lower grade.
2. In succeeding years, an increase shall be granted according to any increase approved by the Board. If the employee's hourly or daily rate is above the maximum of the lower grade,

the employee's rate will remain unchanged, unless directed by the Board of Trustees. Future increases shall only be given for the amount of inflationary adjustments made to the total pay range unless otherwise authorized by the Board of Trustees.

Transfers

Many factors, such as performance and experience, must be considered in promotions and transfers. However, principals and administrators are strongly encouraged to give every consideration to seniority provided all other criteria are met. The official transfer period takes place once a year at the end of the school year. Employees with the required qualifications for a position may request a transfer to another campus or department. A transfer application must be submitted by the employee online for both certified and classified employees. Requests for transfer during the school year will be considered only when the change will not adversely affect students. All transfer requests will be coordinated by their respective Human Resource Department and must be approved by the receiving-supervisor. Receiving Principals/Administrators must request an Authority to Report to Work from the transferring employee prior to accepting them to the new campus/department.

As per B.I.S.D. School Board Policy, all employees are subject to reassignment by the Superintendent of Schools. [DK (Local)]

Lateral Transfers

Advertising of vacancies shall not be required for positions involved in lateral reassignments provided that:

1. The person(s) shall have the proper certification for the position(s); and
2. The jobs are in the same pay grade.

Note: Policies DC, DK

Involuntary Transfer to a Lower Pay Grade

All employees shall be subject to assignment or reassignment by the Superintendent or designee. Involuntary transfers and reassignments will be made in accordance with the best interest of the District. When an employee is given an involuntary transfer or reassignment not resulting from a demotion to a new position with a minimum hourly or daily rate lower than the minimum of the employee's initial grade, no hourly or daily rate reduction will occur for that first year. The employee will continue to work the same required number of days during that first year. The following year their pay and number of days will be commensurate with their assignment and the Board approved Compensation Plan. Future increases shall

only be given for the amount of inflationary adjustments made to the total pay range unless otherwise authorized by the Board of Trustees. Future increases will be based on the midpoint of the new range.

All assignments are subject to re-assignment by the Superintendent if it is in the best interest of the school district.

Last In, First Out

When a reassignment due to enrollment shifts, staffing ratio changes or programmatic needs requires that a teacher (s) or staff member move from one campus to another, the Administrative Guidelines for Reassignment of Teachers/Staff will generally apply. These guidelines are reviewed annually and available in the Human Resource Department.

Biometric Time and Attendance System

All employees are required to use the biometric time and attendance system. The system will monitor time for all non-exempt employees and attendance for exempt employees. Employees who fail to adhere to the time and attendance requirements will be subject to disciplinary action, up to and including, termination.

The timesheet is the only document to be maintained at the department/campus for employee time. It must accurately reflect the actual time worked by the employee. Original timesheets must be submitted to payroll with appropriate documentation and signatures from the employee and department/campus administrator. Copies must be kept at the department/campus for three years.

Monthly and bi-weekly timesheet packets are available at the Payroll Department's webpage at www.bisd.us/payroll/forms. When copying timesheets for employees, it is imperative that both sides of the timesheet are copied. The instructions and conversion chart are necessary for proper completion of the timesheet.

Certified employees are required to log in and out at their respective campus/department to determine presence only not for timekeeping purposes. Absences must also be reported through the SmartFind Express, if applicable.

Final Payment of Regular Wages

Upon resignation, termination, or retirement, final payment of regular wages will be made on the next available pay date after the employee's last working day. Payments by the end of the month can be made only with approval of the Chief Financial Officer (CFO) if notice is

provided by the 10th day of the month in which employment ends and if all hours and absences are reported in writing by the employee's supervisor.

Timesheet for Terminated Employees

A partial timesheet must be submitted five (5) days prior to payday for those classified employees who have terminated employment with the District. This requirement applies to all 220, 227 and 245 day employees only. Failure of the campus/department to notify the Payroll Department will result in overpayment of the employee.

Timesheet Violations

Employees are not authorized to sign, punch or swipe in and out for other employees. Employees authorizing or asking others to do so will be subject to disciplinary action, up to and including termination. Falsification of records regarding time worked, including overtime, is cause for immediate termination. Actual time worked must be recorded.

CLASSIFIED

Employees should not work any hours outside of their scheduled workday unless authorized by the Superintendent or his designee in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on the official timesheet. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" means work that you perform but fail to report on the District's approved time system. If you believe your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor, the Classified Human Resource Department or Payroll Department immediately. The District will not allow any form of retaliation against individuals who report alleged violations.

Employees working overtime without prior approval are subject to disciplinary action up to and including termination.

CERTIFIED

Administrators violating any of the provisions as stated by the Fair Labor Standards Act or in violation of District policy (DK) Regulation are subject to disciplinary action. Administrators permitting compensatory time are subject to disciplinary action.

Payroll Deductions

Automatic payroll deductions for the Teacher Retirement System of Texas (TRS) and federal income tax are required for all full-time employees. Medicare tax deductions also are required for all employees hired after March 31, 1986. Temporary, substitute and part-time employees who are not eligible for TRS membership must have their Social Security contributions deducted.

In addition to legally required deductions, the Board shall permit voluntary deductions for:

1. Approved Insurance Programs;
2. Annuities/deferred compensation programs;
3. Other cafeteria plan options authorized by the Internal Revenue Service; and
4. Area teachers' credit unions.

Employees also may request payroll deduction for payment of membership dues to professional organizations and higher education savings plans. Salary deductions are automatically made for unauthorized or unpaid leave.

All deductions are divided equally over the monthly and bi-weekly paychecks and initial insurance premiums which are collected in a lump sum to cover current and one future month. Voluntary deductions which may be authorized by employees in writing to the Payroll Department and/or the Employee Benefits & Risk Management Department include contributions, tax-sheltered annuities, and dues for Board recognized organizations.

Requests for new deductions or changes to existing deductions must be submitted in writing to Payroll Department and/or Employee Benefits/Risk Management Department by the 1st for the mid-month paycheck and by the 10th for the end-of-month paycheck.

Employees may request additional voluntary salary deductions or change the amount(s) of those deductions in accordance with administrative procedures.

Note: Policy CFEA

Garnishment of Wages

If the District is required by state or federal law to deduct from the current wages of an employee an amount garnished under a withholding order, the District may deduct monthly

an administrative fee from the employee's disposable earnings in addition to the amount required to be withheld under the withholding order.

The administrative fee may not exceed the lesser of:

The actual administrative cost incurred by the District in complying with the withholding order; or \$10. *Civil Practice and Remedies Code 63.006*

Note: Policy CFEA

Reimbursement upon Death Benefits

Upon the death of a person while employed by the District, any un-used portion of the local sick leave balance, up to 30 days, shall be reimbursed one time only at the daily rate of the employee. The employee's designated TRS beneficiary must request reimbursement within 60 days after the date of the death of the employee.

Note: Policy DEC

Reimbursement upon Retirement

Upon official retirement under the Teacher Retirement System, any unused portion of the local sick leave balance, up to 30 days, shall be reimbursed one time only at the employee's daily rate. The employee must request reimbursement within 60 days after the effective date of retirement from TRS.

Note: Policy DEC

Travel Requests/Travel Expense Reimbursement

All employee travel arrangements must be made through the BISD Travel Department. The Travel Reservation Form and the Request for Professional Leave Form with the required signatures must be submitted to the BISD Travel Department at least 30 days prior to the date of travel. Lodging will be based on the rates listed on the Texas State Comptroller's website.

Before any travel expenses are incurred by an employee, the employee's supervisor and the Superintendent or his designee must give approval on the Request for Professional Leave Form. For approved travel, employees will be reimbursed meals for overnight travel according to the rates on the Texas State Comptroller's website. If the travel site is not listed on the

Texas State Comptroller's website, meals will be reimbursed up to the standard maximum rate of \$46. Meals will be prorated when the travel date is less than a full day and the first and last calendar day of travel is calculated at 75 percent. Meal expenses will be reimbursed for actual cost. As such, receipts will be required before any reimbursement is made.

Mileage expense shall be reimbursed for use of personal car at the rate of 45 cents per mile. Employees are required to calculate mileage by one of the following two methods:

- Odometer reading (point-to-point) for in-district travel and the employee must maintain a mileage log.
- The online mapping source, Mapquest.com, must be used for out-of-district travel and the employee must print out the driving directions provided by the site and attach them to the reimbursement request.

Other travel-related expenses that are listed on the approved Request for Professional Leave Form, such as parking fees, shuttle, etc., require original receipts for reimbursement.

Prepayment Checks

Purchase Orders for Prepayment checks shall have the dates of the event and the date that the prepayment check is needed in order to allow the prepayment clerk sufficient time to process the payment requests. Prepayment checks for meals will only be issued when students are involved in the trip. Prepayments for registration fees will require the registration form and approved Request for Professional Leave Form. The School/Department is responsible for forwarding all prepayment original receipts to the Finance Department within (5) working days after the event.

The Superintendent may approve more than the state approved rate per individual when the travel is required by the District and is reasonable. If travel amounts exceed the rates authorized for state employees, the Campus/Department Administrator shall ensure that accounting records accurately reflect that no state or federal funds were used for the excess amounts.

Note: Policy DEE, Administrative Guidelines

Benefits

Annuities

An annuity by design provides payments at special intervals. Payment usually begins after retirement. Fixed annuities guarantee a certain payment amount and are considered a relatively safe investment.

Available for individual investors and those who wish to plan for a secure retirement, annuities are an important option to consider. The District uses third-party administrator, Mid-America to administer all individual plans. Employees wishing to withdraw or borrow against their individual account must contact their individual vendor and Mid-America at 1-866-873-4240. They will assist with processing the paperwork on behalf of the District. For more information please contact the Employee Benefits/Risk Management Office at 956-548-8061.

Cafeteria Plan – Section 125

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pre-tax basis (i.e. disability, accidental death and dismemberment, cancer, dental and additional term life insurance.) A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis during the specified time period.

Through a Cafeteria Plan, an employee can customize his/her benefits package based on their individual priorities. In the broadest sense, a cafeteria plan allows an employee to choose between benefits, which are funded by employee dollars.

A participant cannot make any changes in their account(s) during the year unless the participant terminates employment, gets married, has a child, or has a death in the immediate family.

Premium contributions are automatically deducted from employee salaries before taxes are taken out. Because their taxable income is reduced by the amount they contribute, employees pay less tax on the money they earn. Employees see a savings in their FICA, federal income taxes.

Teacher Retirement System of Texas

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitute's not receiving TRS service retirement benefits but who work at least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. TRS provides members with an annual statement of their account

showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify their respective Human Resource Department as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, Texas 78701-2698 or call 1-800-223-8778 or 512-542-6400. TRS information is also available on the Web at www.trs.state.tx.us.

Unemployment Compensation Insurance

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service.

Note: CRF

Health Insurance Benefits

Group health insurance coverage is available to all full-time employees. The district's contribution to employee insurance premiums is determined annually by the Board of Trustees. Detailed descriptions of insurance coverage, prices, and eligibility requirements are provided to all employees at the Employee Benefits Department or on their website.

The health insurance plan year is from October 1 through September 30th of each year. New employees **must** complete enrollment forms within the first 31 days of employment. Current employees can make changes in their insurance coverage during the annual open enrollment which normally takes place in August through mid-September. If you are a current employee you can generally only enrol during the Open Enrollment period. Employees should contact the Employee Benefits Department at 548-8061 for more information.

Employees requesting to insure eligible dependents must do so by written request. If you want to insure eligible dependents, you must submit a written request for dependents insurance, along with supporting documentation showing proof of relationship. Supporting documentation may include, but is not limited to, birth certificates, income tax return filings, marriage certificate, divorce decree and adoption orders. The application must be submitted within 31 days of eligibility, in order to insure same date coverage for employee and dependent(s). For a newly acquired eligible dependent(s) follow the Special Enrollment Provisions for coverage after the eligibility period.

A newly acquired eligible dependent will be insured when the written request is made and the premium payment is received.

Dependent children are covered up to the age of 26.

Covered employees working fewer than 12 months each year, otherwise considered as still employed by the District, retain their coverage throughout the summer months.

Application for coverage through authorized insurance programs offered to District employees through Board policy is restricted to full-time employees who work a minimum number of hours per week in accordance with the contractual guidelines of each insurance program.

Group Health Insurance

The District offers group health insurance which may include more than one option to all eligible employees. The District makes a fixed contribution for the cost of the employee's health insurance.

Coverage is available at employee expense for eligible dependents. If a spouse works with the District both employees are covered by the District.

It is the employee's responsibility to add or delete a dependent within the first 31 days of the qualifying event (birth, marriage, adoption, death, divorce, etc.).

► To obtain the appropriate forms, contact the Employee Benefits / Risk Management office at (956) 548-8061.

Late Enrollment Provision

A late enrollee may elect Health Insurance Coverage only during any open enrollment under the policy. Annual open enrollment periods, as designated by the District take place annually and allow employees to elect Health Insurance Coverage.

It is your right to enroll in the District's group health plan under its "special enrollment provision" without being considered a late applicant if you acquire a new dependent or if you decline coverage under this plan for yourself or an eligible dependent while other coverage is in effect and later lose that other coverage for certain qualifying reasons.

If you are not actively at work on that day, your insurance will begin on the day you return to active work.

Any requirement regarding eligibility, or that an otherwise-eligible person be actively at work before insurance may begin or remain in force is **not** applicable to *Health Insurance Coverage*, if the eligibility for the insurance or the absence is due to a Health Status-Related

Factor.

Late Enrollee

Means an eligible person who requests enrollment under the plan sponsor's group plan **other than:**

- ✓ during the person's first or any subsequent enrollment periods contained in the group health plan; or
- ✓ during the periods provided under the **Special Enrollment Provisions.**

Marketplace Coverage (Options)

Under the Affordable Care Act, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you to evaluate options for you and your family, notice will be provided to all current and new employees about the new Marketplace and the coverage provided to all full-time employee by the District.

The Marketplace offers "one-stop" shopping to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium. Open enrollment for health insurance coverage through the Marketplace begins in October for coverage starting in January. If you have an offer of health coverage from the district that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan.

However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if the district does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from the district to cover you (and not any other member of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage or offers coverage that doesn't meet certain standards. The savings on your premium that you are eligible for depends on your household income.

If you purchase a health plan through the Marketplace instead of the accepting health coverage offered by your employer, then you may lose the employer contribution to the district's group coverage. Please keep in mind that the contribution the district makes for your health coverage is excluded from income tax; however, your payments through the Marketplace are made on an after-tax basis.

The Marketplace can help you evaluate your coverage options, including eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](https://www.healthcare.gov) for more information.

Termination of Group Coverage

Unless otherwise covered by provisions offered in policies DEC (LEGAL) and (LOCAL), coverage shall end on the last day of the month the employee terminates employment with the District.

An employee who resigns after the end of the school year is eligible to continue health insurance coverage until the plan anniversary date of September 30th. The district must continue its contributions during this time. As a result of this provision, most employees will have coverage during the summer months.

The period for which an employee on military leave may continue health insurance coverage has been extended by federal law from 18 to 24 months.

Employees resigning at the end of a school year, electing to receive their salary throughout the summer, shall continue to be retained as members of the group for the same period. Employees must notify the Employee Benefits Department of their decision to continue insurance or decline it at the time of resignation.

Coverage of qualified beneficiaries shall end on the earliest of the following dates:

1. The required period of coverage expires.
2. The district ceases to provide any group health plan to any employee.
3. Coverage ceases for failure to pay the premium.
4. The qualified beneficiary becomes covered under any other group plan.
5. The qualified beneficiary becomes entitled to Medicare benefits.

42 U.S.C. 300bb-2(2)

District Policy DEB also addresses continuation of benefits that are available to survivors of

District peace officers under certain conditions.

Note: Policy CRD

Supplemental Insurance Benefits

At their own expense, employees may enroll in supplemental insurance programs. Premiums for these programs can be paid by payroll deduction. Employees should contact the benefit plan providers directly.

Note: Policy CRD

Other Insurance

Other Insurance

Dental, cancer, accidental death and dismemberment, hospital confinement, and vision insurance policies are offered to permanent employees and dependents on a voluntary basis.

Disability Insurance

Disability insurance is available to qualified employees through payroll deduction.

Flexible Spending Accounts

As part of the District's benefits plan, we currently offer an employee-funded flexible spending account (FSA) to full-time employees hired on or before January 1 of a calendar year. Plan participants may elect an annual amount of flexible dollars to pay for eligible health care expenses, including medical or dental insurance deductibles, copayments and out-of-pocket costs for vision and other types of care.

The district allows employees to set up a Health Care Reimbursement Account and/or a Dependent Care Assistant Account. Each account will be credited with your contributions and will be reduced by any payment made on your behalf.

If eligible medical or dental expenses are less than the elected annual amount of flex dollars for that year, the balance will be forfeited.

Group Life Insurance

The District provides all eligible employees with basic life insurance and accidental death and dismemberment. You are eligible on the first day of the month on or after the date you start continuous service with the District. You must be eligible for insurance and actively at work. You may be required to give the carrier proof of good health. If you have an FMLA leave from active work which has been certified by the District, then for purposes of eligibility you will be

considered to be actively at work. Your coverage will remain in force as long as you continue to meet the requirements as set forth in the FMLA.

Beginning on or after your 65th birthday, the amount of coverage decreases by percentage based on your age.

Additional Life insurance coverage is available to eligible employees and dependents. Policies include accidental death and dismemberment benefits.

COBRA – Consolidated Omnibus Budget Reconciliation Act

This section contains important information about your rights to continue your health care coverage. Upon termination from the District for any reason other than gross misconduct, reduction in hours of employment which includes Temporary Disability Leave, entitlement to Medicare, and loss of dependent child status, an employee may elect to continue group medical coverage at group rates as long as the employee pays the required monthly premium. Details on the conversion of any benefits will be discussed with you at the time of your termination by a personnel representative. You may, of course, request information on this subject at any time prior to actual termination.

COBRA insurance is a temporary continuation of a group plan with a maximum coverage period of 18 months. You will need to find replacement coverage (temporary or permanent) before it expires.

Certain former employees, retirees, spouses, former spouses, and dependent children have the right to temporarily continue health plan membership after losing their coverage eligibility as a result of certain qualifying events. If an employee is entitled to COBRA benefits, the health plan must give a notice within 14 days stating the right to choose to continue benefits provided by the plan. The employee will have 60 days to accept coverage or lose all right to benefits. The District provides COBRA options for your group health, dental and vision coverage.

HIPAA – The Right to Privacy

The privacy provisions of the federal law; Health Insurance Portability and Accountability Act of 1996 (HIPAA), apply to *health information created or maintained by health care providers who engage in certain electronic transactions*, health plans, and health care clearinghouses. Insured and self-funded Group Health Plans and health insurance carriers that offer group Health Insurance Coverage must comply with HIPAA's pre-existing condition, special enrollment, and nondiscriminatory requirements. HIPAA also governs the privacy and security of health information and requires that claims information be exchanged in a standardized format.

For more information or to reach the Department of Health & Human Services you may contact: U.S. Department of Health & Human Services - 200 Independence Ave., S.W. Washington, D.C. 20201 Telephone: 202-619-0257 - Toll Free Number: 1-877-696-6775

A list, by subject, of Websites and public inquiry and publication phone numbers for popular topics: <http://www.hhs.gov/about/referlst.html>

Employee Consent for use and Disclosure of Protected Health Information (PHI)

Texas Health & Safety Code Ann. § 181 *et seq.* (2002), specifically adopts privacy standards relating to: (i) an individual's access to his/her "protected health information" (PHI); (ii) amendment, or correction of PHI in records; (iii) uses and disclosures of PHI; and (iv) notice of privacy practices for PHI. Texas law applies additional constraints, more stringent than those in HIPAA, on uses and disclosures of PHI for several purposes, including marketing.

The District, as required by federal and state law, is dedicated to maintaining the privacy of each employee's identifiable health information. The District is also required by law to provide the employee with a notice of privacy practices concerning *Individually Identifiable Health Information* (IIHI). To find out more about what information is allowed by law to be disclosed contact: Employee Benefits / Risk Management Office at 956-548-8061

Women's Health and Cancer Rights

The law mandates that a medical program enrollee receiving benefits for a medically necessary mastectomy who elects breast reconstruction after the mastectomy, will also receive coverage for:

- ✓ Reconstruction of the breast on which the mastectomy has been performed.
- ✓ Surgery and reconstruction of the other breast
- ✓ Prosthesis
- ✓ Treatment of physical complications of all stages of mastectomy, including lymphedemas.

This coverage will be provided in consultation with the attending physician and the patient, and will be subject to the same annual deductibles and coinsurance provisions that apply for the mastectomy.

As noted, the Brownsville Independent School District's medical plan already includes this coverage. However, the law requires that each medical program enrollee be notified of this

coverage.



GINA

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Additional Information – Fair Labor Standards Act

Copies of Wage and Hour Division publications may be obtained by contacting the nearest office of the Wage and Hour division listed in most telephone directories under U.S. Government, Department of Labor or by calling this toll free number 1-866-4USWAGE.

Leaves and Absences

The District offers employees paid and unpaid leaves of absence in times of personal need. Employees who have personal needs that require long leaves of absence should contact their immediate principal or supervisor and their appropriate HR Department. Employees who take unpaid leave of absence may continue their insurance benefits at their own expense. Health care benefits for employees on leave authorized under the Family and Medical Leave Act will be paid by the District as they were when they were working. Otherwise, the District does not make benefit contributions for employees who are on unpaid leave.



Employees must follow District, department or campus procedures to report or request any leave of absence and complete the appropriate leave request form. The leave request form may be found on-line at www.bisd.employee. Any employee who is absent more than (5) days because of personal illness or three (3) days for family illness **must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee’s fitness to return to work. All employees that are out for more than (5) five consecutive days must submit a medical certification to HR Department and receive a clearance (Authority to report to work).**

This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call Human Resource Department for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Leave shall be recorded by the hour for non-exempt employees (not in portions of an hour). All leaves and absences shall be recorded on the absence report and the timesheet/timecard. For certified personnel employees, sick leave is recorded in half and/or whole workdays. If an employee leaves the District before the end of the work year, the cost of any unearned leave days taken shall be deducted from the employee’s final paycheck. Salaries and wages are reviewed on an annual basis and adjusted according to the budgeted amounts approved by the board.

State Sick Leave

Previously accumulated *state* sick leave is available for use and may be transferred to other school districts in Texas. Sick Leave can be used in hourly increments for classified employees except when coordinated with Family and Medical Leave taken on an intermittent or reduced-schedule basis or when coordinated with worker's compensation benefits. Certified employees may use their Sick Leave in half-day and whole day increments. However, if an employee is taking family and medical leave, leave shall be recorded in one-hour increments.

Sick leave may be used for the following reasons only:

- ✓ Employee illness;
- ✓ Illness in the employee's immediate family;
- ✓ Family emergency (i.e. natural disasters or life-threatening situations);
- ✓ Death in the immediate family;
- ✓ Active military service; or

Local Sick Leave

All full-time personnel shall earn local sick leave at the rate of one-half equivalent workday for each 18 workdays of employment, concurrently with state leave, up to the local maximum of six equivalent workdays per year. All employees shall accumulate local sick leave without limit.

Local sick leave may be used for personal illness, illness or death in the immediate family, family emergency, or for first year care following the birth of an employee's son or daughter or the placement of a child with the employee for adoption or foster care.

Local sick leave is nontransferable and shall be taken with no loss of pay. Unused earned local sick leave shall be credited to an employee upon reemployment.

Note: DEC

Personal Leave

State law entitles all full-time employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to an assigned workday. There is no limit on the accumulation of state personal leave, and it can be transferred to other Texas school districts and is generally transferable to

education service centers. Personal leave may be used for two general purposes: nondiscretionary and discretionary.

Nondiscretionary

Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. This type of leave allows very little or no advanced planning and may be used in the same manner as state sick leave.

Discretionary

Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a notice of the request three (3) days in advance of the anticipated absence to his or her principal or supervisor. The reasons for which personal leave may be used shall not be limited by the District. Discretionary personal leave will be granted on a first-come, first-served basis. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Duration

Discretionary personal leave may not be taken for more than five (5) consecutive days, except in extenuating circumstances as determined by the Superintendent or designee.

Schedule Limitations

Discretionary leave shall not be allowed on the day before or after a school holiday, professional or staff development days, or the state-mandated assessment testing days. Exceptions can only be granted by the Superintendent.

Recording of Leave

An employee may designate whether to use state sick leave accrued before May 30, 1995, state personal leave, local sick leave or non-working/vacation days. If no designation is made or an absence from duty form is not submitted, local leave shall be used first. All available leave must be used before an employee's pay is reduced.

The employee will be charged leave even if a substitute was not used. All used-unearned leaves will be deducted from your final salary paycheck if you terminate your job before the end of the year.

It is important to note that a uniform enforcement of a reasonable absence-control rule is not retaliatory discharge. For example, a District that terminates an employee for violating a reasonable absence-control provision cannot be liable for retaliatory discharge as long as the rule is uniformly enforced.

Note: DEC

Leave Availability

Paid leave for the current year shall be available for use at the beginning of the school year. Paid leave shall not be approved for more workdays than have been accumulated in prior years plus those to be earned during the current year. All new employees must work the first day of their calendar in order to be eligible for paid leave. When an employee, who has used more leave than he or she has accumulated, ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee's final paycheck.

Note: Policy DEC

Assault Leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person non-responsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Note: Policy DEC

Bereavement (Funeral) Leave

Use of state leave and/or local sick leave for death in the immediate family shall not exceed **five (5)** workdays per occurrence. The employee may be required to furnish documentation.

Note: Policy DEC

Developmental Leaves of Absence

The Board may grant a developmental leave of absence for study, research travel, or other suitable purpose to an employee working in a position requiring a permanent teaching certificate who has served in the District at least five consecutive school years. A developmental leave of absence may be granted for one school year at one-half regular salary or for one-half of a school year at full regular salary. Payment to the employee shall be made periodically by the District in the same manner, on the same schedule, and with the same deductions as if the employee were on full-time duty. An employee on developmental leave shall continue to be a member of the Teacher Retirement System of Texas and shall be an employee of the District for purposes of participating in programs, holding memberships, and receiving benefits afforded by employment in the District. *Ed Code 21.452*

Note: Policy DEC

Leave of Absence for Professional Personnel

All professional contractual personnel engaged exclusively in administrative or teaching service shall be entitled to one academic year's leave of absence without pay after completion of three consecutive years of service, or, in meritorious cases, upon completion of less than three years of service, when in the opinion of the Superintendent an applicant is entitled to special consideration:

1. Serious illness of applicant's immediate family member.
2. Desire of applicant to study in an institution of higher learning on a full-time basis.
3. Extensive travel that may be considered of equal educational value to training in an institution of higher learning

Voluntary Transfer of Local Days

The District Voluntary Transfer of Local Days shall be established by voluntary donations for District staff that do not participate in the Sick Leave Bank program. Local sick leave days are for the purpose of assisting a fellow employee who has a catastrophic illness or disability. The plan can also be established for the employee who has an immediate family member with a

catastrophic illness or disability. The employee may participate in the voluntary transfer of days until he or she has used a cumulative lifetime total of 30 days as eligible.

Definitions

“Immediate Family” – For the purpose of the Voluntary Transfer of Local Days, the definition of the immediate family shall be the same definition used for the Family and Medical Leave Act as delineated by DEC (LOCAL). Specifically:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son-or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in *loco parentis*.
3. Parent, stepparent, parent-in-law, or other individuals who stands in *loco parentis* to the employee.

“Employee” – means a full-time employee of the Brownsville Independent School district.

“Catastrophic illness” – means an extended critical illness, surgery, injury, or temporary state of disability due to non-work related injury or illness. It requires the services of a licensed medical practitioner for a prolonged period of time and an extended absence from work for treatment or recovery where the absence extends after the employee has exhausted all accumulated state personal and local sick leave, and non-working days. Pregnancies without serious complications are not considered to be catastrophic illnesses covered under the extended sick leave plan. The person, through a catastrophic illness, must be unable to perform the duties of his/her positions for an extended time.

“Licensed Practitioner” – means a person who is licensed to practice medicine within the United States.

“Voluntary Transfer of Days Committee” - means the committee appointed to administer the extended Transfer of Local Days. The committee shall be comprised of the Certified and Classified Human Resource Administrators, one (1) Human Resource Specialist, one (1) Human Resource Officer, one (1) Human Resource campus advisory representative, a Clerical Trades or Manual Trades employee, the Employee Benefits/Risk Management Administrator and a representative for Health Services. The committee chair shall appoint the clerical/manual trades members.

School year – For the purpose of this program, the school year is defined as July 1st through June 30th.

Earned Sick Leave Days – sick leave days are earned “at the rate of one-half equivalent workday for each 18 workdays of employment, concurrently with state leave, up to the local

maximum of six equivalent workdays per year. All employees shall accumulate local sick leave without limit." DEC (LOCAL)

Note: Administrative Guidelines

Sick Leave Bank

The District has developed a Sick Leave Bank for the purpose of assisting a fellow employee who has a catastrophic illness or disability or for an employee who has an immediate family member with a catastrophic illness or disability. The bank is comprised of voluntary donations from sick leave bank members from their local sick leave days. District personnel shall maintain the sick leave bank from voluntary contributions of one (1) day annually per employee. Enrollment is held October 1st of each year. Use of the sick leave bank days will run concurrent with family and medical leave and temporary disability days. This sick leave bank shall not be considered an extension beyond available leaves as allowed for by District policy. Only employees who have donated are eligible to withdraw days from the bank.

An employee must first have used all state personal and local sick leave, and non-working days, if applicable, and been docked two (2) days of full pay deductions. Donated days shall be applied only to absences beyond the two full pay deductions. To qualify, the employee must have been absent with current personal or family catastrophic illness. The request shall be made within no more than two working days of learning of the need for extended leave. When the need for extended sick leave is not foreseeable, an employee shall provide notice to the District as soon as possible.

The sick leave bank has **not** been established for elective procedures or any procedure that could be scheduled at a time more compatible with work responsibilities without detriment to the employee's health.

At the time of retirement, an employee may select, on a voluntary basis, to contribute up to ten days (10) that are in excess of the local unused sick leave days. In the event that a retiree chooses to return to BISD, the retiree waives all rights to those donated days except for eligibility as a full time active retiree with a catastrophic illness.

Membership in the Sick Leave Bank shall be automatically renewable each year. An employee wishing to discontinue membership shall make that request to the Human Resource Department, in writing, during the enrollment period of any given year. Eligibility to receive Sick Leave Bank days is limited to full-time employees who are contributors to the program.

Activation of bank days shall be in increments of twenty (20) days until the maximum eligible days are reached. A new Sick Leave Withdrawal Application must be filed for each subsequent activation of days. Days activated may be used intermittently.

Any employee discovered to be abusing or manipulating this program will automatically be barred from participation and may be subject to disciplinary action up to and including termination of employment with demand for restitution.

The number of donated days each individual employee shall be eligible to receive shall be determined by multiplying by five (5) the number of years a person has been employed in the District with a cumulative lifetime maximum of 110 days.

Continuation of Health Insurance

Employees on an approved leave of absence other than family and medical leave may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the Family and Medical Leave Act will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Note: Policy DEC; Administrative Guidelines

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The following text is from the federal notice, *Employee Rights and Responsibilities under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

Basic Leave Entitlement

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

An eligible employee whose spouse, son, daughter or parent is on covered active duty or called to covered active duty status may use his or her 12 –week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status, or is on the temporary disability retired list. It also includes a family member who is a veteran with an illness or injury that occurs in the line of duty while on active duty and manifests itself before or after the service member became a veteran. The veteran must have been on active duty during the five years preceding the need for treatment, recuperation, or therapy.

***The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definitions of “serious health condition”.**

Benefits and Protections

During FML, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FML cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer with 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement maybe met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit with a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule

leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while take FMLA. In order to use paid leave for FMLA, employees must comply with the district's normal paid leave policies.

Employee Responsibilities

Employee must provide 30 days advanced notice of the need to take FMLA when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employee must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job function; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under the FMLA. If they are eligible, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FML and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FML, the employer must notify the employee.

Unlawful Acts by Employers

The FMLA makes it unlawful for any employer to : interfere with, restrain, or deny the exercise of any right protected under the FMLA; discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. §2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. §825.300 (a) may require additional disclosures.

For additional information:
 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
www.wagehour.dol.gov

LOCAL FAMILY AND MEDICAL LEAVE PROVISIONS

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period from July 1 through June 30.

Use of Paid Leave

FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined Leave for Spouses

A husband and wife who are both employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Note: Policy DEC, DECA

Continuation of Benefits and Job Restoration

Eligible employees are entitled to continue their health care benefits under the same terms and conditions as when they were on the job and are entitled to return to their previous job or an equivalent job at the end of their leave. Under some circumstances, teachers who are able to return to work at or near the conclusion of a semester may be required to continue their leave until the end of the semester.

Intermittent Leave

When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Note: Policy DECA



Military Service Family Leave

An eligible employee is entitled to leave to care for an active duty military service member who incurs a serious illness or injury in the line of duty. The service member must be the employee's spouse, child, parent, or next of kin. An eligible employee may take up to 26 weeks on a one-time basis to provide care to a covered service member. Certification of the need for family military leave is required.

Note: Policy DEC

Military Leave

Any employee who is a member of the Texas National Guard, Texas State Guard, or reserve component of the United States Armed Forces will be granted a paid leave of absence without loss of any accumulated leave for authorized training or duty orders. Paid military leave will not exceed 15 days each federal fiscal year (October 1 – September 30). In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave

Employees who leave the District to enter into the United States uniformed services or who are ordered to active state military duty (Texas National Guard or Texas State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the District will be reemployed in the position they would have held if employment had not been interrupted or reassigned to an equivalent or similar position provided they can be qualified to perform the required duties. To be eligible for reemployment, employees must provide notice of their obligation or intent to perform military service, provide evidence of honorable discharge or release, and submit an application for reemployment to the respective Human Resource Department. In most cases, the length of military service cannot exceed five years, and the employee must apply for reemployment with the period of time specified in law.

Continuation of Health Insurance

Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should

contact the Employee Benefits/Risk Management Department for details on eligibility, requirements, and limitations. [For additional policy information refer to policy DEC (Legal)]

Note: Policy DEC

Temporary Disability Leave

A temporary disability leave of absence is provided for each full-time employee for temporary disability in accordance with provisions of District policy DEC. The maximum length of temporary disability leave for regular full-time employees shall be 180 calendar days. Employees must apply for temporary disability leave on a District form after paid leaves are exhausted. The District may assign the employee to Temporary Disability upon the expiration of Family and Medical Leave. Temporary Disability leave runs concurrently with applicable paid leave and family and medical leave.

At 30-day intervals, an employee on temporary disability leave for his or her own serious health condition shall provide medical certification of the illness or disability and a functional assessment on a form provided by the District. The failure of the employee to provide medical certification at 30-day intervals shall constitute a violation of policy and neglect of duty, which are grounds for termination.

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.

Note: Policy DEC



Non-Working Days

Non-working days are sets of days in which staff do not work. Non-working days do not accumulate from year to year. To qualify for a non-working day an employee must work 220 or more days. Some employees may or may not qualify if in a campus setting, i.e., campus principal. The Superintendent shall determine the number of duty days for each employee each year. It is the responsibility of the employee to verify their starting and ending dates.

An employee shall lose non-working days if not taken by August 31st. Non-working days will be governed by the following provisions:

At the beginning of each fiscal year (July 1), employees will be informed of the number of workdays as shown in the Employee Compensation Plan manual. For example: if the official 12-month school calendar, July 1-June 30, lists 237 possible working days, not counting days designated as holidays, the difference between the number of workdays on the official school calendar and the number of designated duty days for the employee determines the number of non-duty days for the year. These days may be taken at the discretion of the employee, subject to the approval of the department administrator.

Final settlement with employees who resign during the year will be made on the basis of payment of salary for the number of days actually worked during that year.

On August 31st, any unused non-work days from the year will be lost unless the Superintendent extends the time.

Note: Policies DEC, DED

Child Care Leave

All full-time employees may request a child care leave without pay for up to one academic year following the birth of an employee's son or daughter or the placement of a child with the employee for adoption, foster care, or legal guardianship. Father and mother may not take child care leave simultaneously. Child care leave shall run concurrently with family and medical leave and sick leave, when eligible.

Note: Policy DEC

Religious Observations

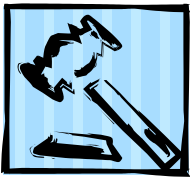
Leave may be granted by the Superintendent to employees for observance of their religious holidays not already covered by the school calendar. Requests for leave must be submitted at least five (5) working days prior to the first day of the leave.

Note: Policy DEC

Jury Duty

All employees are encouraged to serve jury duty if called. A copy of the jury service notice is required to be submitted with the employee's absence from duty report. Employee's requests to be excused from service will not qualify as jury duty (in this circumstance, if the employee does not report to work, the employee must use personal leave).

Note: Policy DEC



Other Court Appearances

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave. If accumulated leave time is not available, the employee may take leave without pay. Employees may be required to submit documentation of their need for leave for court appearances.

Note: Policy DEC

Authority to Return to Work Letter

All employees returning from a leave of absence for temporary disability, family and medical leave, transferring, being reassigned, or promoted must obtain an Authority to Report to Work letter from their respective Human Resource Department before reporting to their campus or department.

An employee must obtain an Authority to Report to Work prior to reporting or returning to the campus. If the employee reports to work they shall be sent directly to the Human Resource Department to verify clearance to report.

Note: Policy DEC

Expiration of Available Leave

Upon the expiration of all leaves for which an employee is eligible, if the employee has not returned to work, the District shall provide the employee with written notice that his or her leave has expired. The employee has ten calendar days within which to apply for any other leave for which the employee may be eligible, or to notify the District in writing that the employee is ready, willing, and able to return to work. A medical clearance showing that the employee is physically able to perform the essential functions of his or her position, given reasonable accommodations, if necessary, must be submitted.

An employee who does not apply for and receive approval of such additional leave, and who does not report and document his or her availability and fitness to return to work, within such ten-day period shall be deemed to have voluntarily resigned his or her employment with the District, effective immediately upon the expiration of the ten-day period designated in such notice, and shall be offered health benefits according to COBRA.

In the event that such employee shall subsequently apply for reemployment with the District, the fact that such employee had previously taken such leave, and the fact that such employee failed to return to work upon the expiration of such leave, shall not be grounds for denial of such new employment.

Note: Policy DEC

Failure to Return to Active Duty

In the event that an employee on family and medical leave, on temporary disability leave, or who is receiving workers' compensation benefits fails to return to work within 30 calendar days after the effective date of the last medical certification on file, the District shall provide such employee with written notice that the medical certification in question has expired, and that the employee has ten calendar days within which to provide a current medical certification, or to notify the District in writing that the employee is ready, willing and able to return to work, accompanied by a medical clearance showing that the employee is physically able to perform the essential functions of his or her position, given reasonable accommodations, if necessary.

An employee who neither provides such current medical certification nor reports his or her availability to return to work within such ten-day period shall be deemed to have voluntarily resigned his or her employment with the District, effective upon the ten-day period designated, and shall be offered health benefits according to COBRA. [See DFAA, DFBA, and DFCA for termination of contract employees]

Note: Policy DEC

Non-Accrual of Vacation and Non-working Days

All classified and certified personnel who are eligible for vacation leave shall take paid vacation or unpaid nonworking days by August 31st of every year upon approval of their immediate supervisor. Paid vacation or unpaid nonworking days shall be earned according to the District formula and may not be accrued.

Note: Policy DED

Vacation and Holiday Eligibility Criteria

Employees who receive paid holidays are required to be at work the day before and the day after a holiday, if those are scheduled work days, to be eligible for holiday pay unless written medical, physical, or other justification is provided to their respective administrators prior to the absence.

Eligible, full-time, nonprofessional employees shall receive paid holidays and paid vacation days after 60 days' employment on a pro rata basis according to the schedule approved annually by the Board of Trustees during the budget process. A continuing employee, who has a break in service due to an approved unpaid leave of absence and is reinstated later during the school term, shall earn a prorated number of vacation days based on the number of completed days he or she actually worked for that school term. Vacation days shall be paid as whole days only. No credit shall be given for partial days.

Note: Policy DED

Workers' Compensation Benefits

Effective August 1, 2013, the District has adopted a Workers Compensation Section 504 Health Care Panel in accordance with Section 504.053(b) (2) of the Texas Labor Code. The District is committed to promoting a safe and healthy work environment. The program will consist of a selective provider panel of treating physicians, providers and medical specialists, all who are committed to providing you with the best medical care should a work-related illness or injury occur. Except in the case of an emergency, you will be required to obtain medical care from our 504 Provider Panel. Employees choosing workers compensation benefits may only visit a health care provider approved by the District, properly credentialed and listed on the District approved Provider Panel list.

An employee absent from duty because of a job-related illness or injury will be assigned to Family and Medical Leave or Temporary Disability Leave, if applicable. Contact Human Resource Department for more information. You can also find forms on Human Resource

Department web page. They also may be eligible for workers' compensation weekly income benefits if the absence exceeds seven (7) calendar days. Employees are required to report an accident immediately to their Supervisor or Safety Coordinator. The Safety Coordinator has twenty-four hours to report the accident to the Employee Benefits Department. Section 409.005, Texas Workers' Compensation Act requires an Employer's First Report of Injury or Illness (DWC Form-001 Rev. 10/05) to be filed with the Workers' Compensation Insurance Carrier no later than the eighth day after the receipt of notice of occupational disease, or the employee's first day of absence from work due to injury or death.

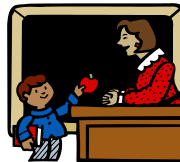
An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from work-related illness or injury, which may not equal his or her pre-illness or injury wage.

Upon depletion of paid leave benefits, expiration of family and medical leave, and temporary disability leave, as applicable, the employee receiving workers' compensation wage benefits will be offered health benefits under COBRA. (See page 38 Recommended)

Teacher Exchange Program

The Board may grant a leave of absence for the Fulbright Teacher Exchange Program to professional employees who have served in the District for five consecutive school years. This leave of absence may be granted for one school year at full salary. Payment to the employee shall be made by the District in the same manner, on the same schedule, and with the same deductions as if the employee were on full-time duty.

An employee on this leave shall be an employee of the District for the purposes of participating in programs, holding memberships, and receiving benefits afforded by employment with the District. This leave shall be limited to two professional employees each school year, and the selection shall be made by a committee appointed by the Board. This committee shall also have the responsibility of approving the foreign exchange teacher. This selection shall be made in accordance with the equal employment opportunity criteria outlined in DAA (LOCAL).




Note: DEC

Resignations and Terminations

All resignations shall be submitted in writing to the Superintendent or his designee. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. The Board delegates to the Superintendent the authority to accept resignations in accordance with the requirements of District policy. Once submitted and accepted, a resignation may not be withdrawn without consent of the Board or its designee.

Contract employees may not resign during the school year, after active duty has begun, without the consent of the Board or its designee.

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.

Note: Policy DFE

Resignation of Contract Employees

Contract employees may resign their position without penalty at the end of any school year if written notice is received 45 days before the first day of the instruction of the following school year. A written notice of resignation should be submitted to the Human Resource Department. 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.

Contract employees may resign at any other time only with the approval of the Superintendent or the Board of Trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The superintendent will notify SBEC when an employee resigns and reasonable evidence exists to indicate that the employee has engaged in any of the acts listed in the *Reports to the State Board for Educator Certification* found later in this chapter.

If the resignation is submitted after the penalty-free resignation date established by law, acceptance is contingent on finding a suitable replacement.

Resignation of Non-contract Employees

Non-contract employees may resign their positions at any time. A written notice of resignation should be submitted to their immediate supervisor at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

Note: Policy DFE

Dismissal or Nonrenewal of Contract Employees

Employees on probationary, term, and continuing contracts can be dismissed during the school year or non-renewed at the end of the year according to the procedures outlined in district policies. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided to in written notice when given to an employee. Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or whose certification is revoked for misconduct. Information on the time lines and procedures can be found in the District Policy DF series policies that are provided to employees or are available on-line.

Note: Policies DFAA, DFAB, DFBA, DFBB, DFCA, DFD, DFF

Dismissal of Noncontract Employees

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the District to dismiss any employee for reasons of race, color, religion, gender, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the District process outlined in this handbook and District policies when pursuing the grievance. (See Complaints and Grievances in this handbook and District Policy DGBA)

At-will employees who are dismissed shall receive pay through the end of the last day worked.

A Recommendation for Termination must be submitted and approved by the Superintendent prior to releasing a full-time employee. A written recommendation on a District approved form shall be submitted for classified personnel to the Administrator for Classified Personnel for review. An employee may not be sent home, suspended or terminated without prior written authorization by the Superintendent. Upon obtaining the approval of the Superintendent, the Assistant Superintendent for Human Resources and/or their designee shall notify the employee of the termination action and of the employee's rights under the law and District policy.

Note: Policy DCD

Exit Interviews and Procedures

Every attempt will be made to conduct an exit interview for employees who leave employment with the District. These interviews shall be conducted in accordance with administrative procedures and will include information regarding recommendations for rehire.

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All District keys, books, property, and equipment must be returned upon separation from employment.

Note: Policy DC

Reports to Texas Education Agency (TEA) and State Board for Educator Certification (SBEC)

The dismissal of a certified employee must be reported to the Division of Investigations at TEA and SBEC whenever the termination is based on a determination that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual conduct or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event
- A reported criminal history
- Violating assessment instrument security procedures.

The superintendent is also required to notify TEA and SBEC when a certified employee resigns and there is reasonable evidence that would support a recommendation to terminate employment because of the conduct listed above.

The reporting requirements above are in addition to the superintendent's ongoing duty to notify TEA and SBEC when a certified employee has a reported criminal history. "Reported criminal history" means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction.

Note: Policies DF

Reports Concerning Court-Ordered Withholding

The District is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance to the court and the individual receiving the support (Texas Family Code § 8.210, 158.211). Notice of the following must be sent to the court and support recipient:

- Termination of employment not later than the seventh day after the date of termination;
- Employee's last known address
- Name and address of the employee's new employer, if known.

Employee Conduct and Welfare

Standards of Conduct

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct.

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day the Superintendent first learns of the incident. See Reports to the Texas Education Agency, page 61 for additional information.

Note: Policy DH

Code of Ethics and Standard Practices

All District employees must adhere to *The Code of Ethics and Standard Practices for Texas Educators*, adopted by the State Board for Educator Certification.

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 intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

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 of students, 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 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.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not consume alcoholic beverages on school property or during school activities when students are present.

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.

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, gender, disability, family status, or sexual orientation.

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 or provides information for a disciplinary investigation or proceeding 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 intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly 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, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- (i) the nature, purpose, timing, and amount of the communication;
- (ii) the subject matter of the communication;
- (iii) whether the communication was made openly or the educator attempted to conceal the communication;
- (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- (v) whether the communication was sexually explicit; and
- (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Note: Policy DH

Discrimination, Harassment and Retaliation

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons, including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Employees who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official which includes the Title IX Coordinator, ADA/Section 504 Coordinator, and the Superintendent. If the campus principal, supervisor, or district official is the subject of a complaint, the employee should report the complaint directly to the Superintendent or his designee. A complaint against the Superintendent may be made directly to the Board. The District's policy shall be distributed annually to employees. Employees may access District Policy DIA (LOCAL) at the following link: <http://www.tasb.org/policy> or in the Appendix of this Handbook.

Note: Policies DIA, DH

Harassment of Students

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. All allegations of prohibited harassment or abuse of a student will be reported to the student's parents and promptly investigated. An employee who knows of or suspects child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See below *Reporting Suspected Child Abuse* for additional information.

All employees are responsible for being aware of District policies governing harassment of students. Policies DF and FFH are included in the Appendix of this handbook.

The definition of solicitation of a romantic relationship as per District Policy DF (LEGAL) is as follows:

“Solicitation of a romantic relationship” means deliberate or repeated acts that can be reasonably interpreted as soliciting a relationship characterized by an ardent emotional attachment or pattern of exclusivity. Acts that constitute the solicitation of a romantic relationship include:

1. Behavior, gestures, expressions, communications, or a pattern of communication with a student that is unrelated to the educator’s job duties and that may reasonably be interpreted as encouraging the student to form an ardent or exclusive emotional attachment to the educator, including statements of love, affection, or attraction. When evaluating whether communications constitute the solicitation of a romantic relationship, the following may be considered:
 - a. The nature of the communications;
 - b. The timing of the communications;
 - c. The extent of the communications;
 - d. Whether the communications were made openly or secretly;
 - e. The extent to which the educator attempted to conceal the communications;
 - f. If the educator claims to be counseling a student, TEA staff may consider whether the educator’s job duties included counseling, whether the educator reported the subject of the counseling to the student’s guardians or to the appropriate school personnel, or, in the case of alleged abuse or neglect, whether the educator reported the abuse or neglect to the appropriate law enforcement agencies; and
 - g. Any other communications tending to show that the educator solicited a romantic relationship with a student.
2. Making inappropriate comments about a student’s body.
3. Making sexually demeaning comments to a student.
4. Making comments about a student’s potential sexual performance.
5. Requesting details of a student’s sexual history.
6. Requesting a date.
7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party.
8. Inappropriate hugging, kissing, or excessive touching.
9. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage.
10. Any other acts tending to show that the educator solicited a romantic relationship with the student, including providing the student with drugs or alcohol.

Note: Policies DF, DH, FFG, FFH

Reporting Suspected Child Abuse

All employees are required by state law to report any suspected child abuse or neglect to a law enforcement agency, Child Protective Services, or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering a facility) within 48 hours of the event that led to the suspicion. Abuse is defined by the Texas Family Code and also includes any sexual conduct involving an educator and a student or minor.

Reports to Child Protective Services can be made to 546-5591 or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the District is prohibited from retaliating against an employee who, in good faith, reports

child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to report suspected child abuse may result in prosecution as a Class A misdemeanor. In addition, a certified employee's failure to report suspected child abuse may result in disciplinary procedures by SBEC for a violation of the *Code of Ethics and Standard Practices for Texas Educators*

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agencies. In addition, employees must cooperate with investigators of child abuse and neglect. Reporting the concern to the principal does not relieve the employee of the requirement to report to the appropriate state agency. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Child Sexual Abuse

The district has established a plan for addressing child sexual abuse, which may be accessed at the District's Website under District Improvement Plan, Section IX-Health and Physical Education. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect to law enforcement or to a Child Protective Services (CPS). Employees are required to follow the procedures described above in *Reporting Suspected Child Abuse*.

Note: Policies DF, DG, DH, FFG, GRA

Fraud and Financial Impropriety

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety shall include but not be limited to the following:

- Forgery or unauthorized alteration of any document or account belonging to the district;
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies, or other district assets, including employee time;

- Impropriety in the handling of money or reporting of district financial transactions;
- Profiteering as a result of insider knowledge of district information or activities;
- Unauthorized disclosure of confidential or proprietary information to outside parties;
- Unauthorized disclosure of investment activities engaged in or contemplated by the District;
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district;
- Destroying, removing, or inappropriately using records, furniture, fixtures, or equipment;
- Failing to provide financial records required by state or local entities;
- Failure to disclose conflicts of interest as required by policy;
- Any other dishonest act regarding the finances of the District.

Note: Policy CAA

Conflict of Interest

Employees are required to disclose to their supervisor any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the District. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Nonschool employment

Note: Policies DBD

Gifts and Favors

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials, such as maps or worksheets, that convey information to students or contribute to the learning process. Employees are responsible for being familiar with District Policy DBD (LOCAL) and other restrictions and activities that could create a conflict of interest.

Note: Policy DBD

Associations and Political Activities

The District will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Use of District resources, including work time, for political activities is prohibited.

Charitable Contributions

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Note: Policy DG

Alcohol and Drug Abuse Prevention

The Brownsville Independent School District is committed to maintaining an alcohol and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed.

Note: Policies DH, DI

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 (5) 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: Policies DH, DI

Tobacco Use

State law prohibits smoking or using tobacco products on all district-owned property and at school-related or school-sanctioned activities, on or off campus. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Note: Policies DH, FNCD, GKA

Criminal History Background Checks

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on all employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the District and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

The District shall also obtain all criminal history record information that relates to part-time employees and substitute teachers for the District or shared services arrangement through the Department of Public Safety's criminal history clearinghouse. [See DBAA] *Education Code 22.0836*

Note: Policy DBAA

Employee Arrests and Convictions

An employee shall notify his or her principal or immediate supervisor within three calendar days 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 or neglect under the Texas Family Code.

Note: Policy DH

Possession of Firearms and Weapons

Employees, visitors, and students are prohibited from bringing firearms, knives, clubs or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of the District's weapons policy should report it to their supervisors or call the Brownsville Independent School District Police Department at (956) 698-2085 immediately.

Note: Policies FNCG, GKA

Searches

Non-investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned computers, lockers, and private vehicles parked on district premises or work sites or used in district businesses.

Note: Policy DHE

Employees Required to have Commercial Driver's License

Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return to duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Note: Policy DHE

Driver's License Review

Any employee whose duties require them to drive will be required to maintain an acceptable driving record as determined by the District. Reviews will be conducted regularly by the Human Resource Department in coordination with the District's Insurance Carrier.

Theft

Theft or misappropriation of District property by employees is prohibited and is grounds for disciplinary action up to and including termination. Theft as defined in Section 31.03 constitutes a single offense superseding the separate offenses previously known as theft, theft by false pretext, conversion by a bailee, theft from the person, shoplifting, acquisition of property by threat, swindling, swindling by worthless check, embezzlement, extortion, receiving or concealing embezzled property, and receiving or concealing stolen property. Acts 1973, 63rd Leg., p. 883, ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1993, 73rd Leg., ch. 900, § 1.01, eff. Sept. 1, 1994.

A PERSON COMMITS AN OFFENSE IF HE/SHE UNLAWFULLY APPROPRIATES PROPERTY WITH INTENT TO DEPRIVE THE OWNER OF PROPERTY.

Appropriation of property is unlawful if:

- 1. It is without the owner's effective consent;**
- 2. The property is stolen and the actor appropriates the property knowing it was stolen by another; or**
- 3. Property in the custody of any law enforcement agency was explicitly represented by any law enforcement agent to the actor as being stolen and the actor appropriates the property believing it was stolen by another.**

Visitors in the Workplace

All visitors are expected to enter any District facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

General Practices

Academic and Traditional Calendar

A log of the following school calendars is maintained on the District web site at www.bisd.us

ACADEMIC CALENDARS	TRADITIONAL CALENDARS
<ul style="list-style-type: none"> • Academic Calendar 	<ul style="list-style-type: none"> • Classified Calendar
<ul style="list-style-type: none"> • Instructional Calendar 	<ul style="list-style-type: none"> • Certified Calendar

Attending College

The following restrictions will apply for employees requesting time off their regular work schedule in order to attend college courses during the day. Outside of the exceptions noted below, employees will not be authorized to request a day off or an altered schedule in order to attend college courses. Employees are required to work their full work schedule.

An exception or waiver will be made only for those employees lacking 30 hours to obtain their college degree ***in a certified teaching field***. The following restrictions will apply:

1. The employee must obtain approval from the Administrator **prior** to registering for their required course(s). The Administrator must coordinate the requests in order not to disrupt the required workflow of the department or campus.
2. The employees requesting this waiver must be following an approved teaching degree plan.
3. The employee must provide a copy of the degree plan to the Administrator upon request.
4. The employee must demonstrate that the course(s) are not available during the evening hours.
5. The hours must be made up within the scheduled pay week and must be supervised.

Authorized Use of Equipment

School equipment and supplies are not available for use, rent, or loan outside of school facilities.

Employee Directories

A directory is prepared by the District listing employee names, addresses, telephone numbers, and assignments. Individuals may choose NOT to list their addresses and telephone numbers. Directories are public information and are available through the Public Information Office.

Note: Policy GBA

Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the District. Employees are recognized at board meetings, in the district newsletter, and through special events and activities. Recognition and appreciation activities also include the Annual Employee Awards Night which recognizes our long-term employees and retirees.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Human Resource Department if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. Forms to process a change in personal information may be obtained from the Human Resource Department or on-line at: <http://www.bisd.us/employment/newclassified/employment.asp>.

Personnel Records

The District maintains current and complete personnel records of all employees according to TEA rules and guidelines and local administrative requirements. It is the responsibility of each employee to promptly notify the District of any changes in personnel data. Names, personal mailing addresses and telephone numbers should be accurate and current at all times. If any personnel data has changed, you should contact the Human Resource Department at 548-8031 or 548-8051.

Most District records, including personnel records, are public information and must be released upon request. Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members.
- Personal e-mail address

The choice to not allow public access to this information may be made at any time by submitting a written request to the Human Resource Department. New or terminating employees have 14 days after hire to submit a request. Otherwise, personal information will be released to the public.

Purchasing Procedures

All requests for purchases must be submitted to the Purchasing Department on the official online purchase order system. No purchases, charges, or commitments to buy goods or services for the District can be made without a Purchase Order number. The District will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the District's business office. Contact your supervisor and the Purchasing Department for additional information on purchasing procedures.

Note: Policy CH, Administrative Guidelines

Return of District Property

Employees are responsible for all property, materials, ID badges, or written information issued to them or in their possession or control. Employees must return all BISD property immediately upon request or upon termination of employment. Where permitted by applicable laws, the District will enforce said laws to recover all lost items or reimbursement of lost items that are not returned when required. BISD may also take all action deemed appropriate to recover or protect its property. All questions regarding this policy and its implementation procedures shall be directed to the Warehouse/Fixed Assets department at 548-8375.

Note: Policy CFB

District Communications

Access to Public Information

“Public information means information that is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by the Board or for the Board and to which the Board has a right of access. *Gov't Code 552.002(a)* Public information is available, at a minimum, to the public during the District's normal business hours. *Gov't Code 552.021*

The Board or the Public Information Officer voluntarily may make part or all of its records available to the public, unless the disclosure is expressly prohibited by law or the records are confidential by law. [*Gov't Code 552.007*]

Procedures for Obtaining Public Information

Public records shall be made available in accordance with policy GBA. You are asked to include enough description and detail about the information requested to enable the governmental body to accurately identify and locate the information requested. Cooperate with the District's reasonable efforts to clarify the type or amount of information requested.

The following guidelines shall apply:

1. Requests for records shall be made in writing on the District form provided.
2. The District shall indicate the disposition of the request and notify the person making the request of the action taken.
3. The requestor agrees to pay the duplication costs at the rate adopted by the Board if the cost does not exceed \$40.00. If the cost will exceed \$40.00 the District will provide an estimate of charges. [see GBAA (EXHIBIT)]
4. Records shall be made available after a statement of charges [see GBAA (EXHIBIT)] has been prepared.
5. Payment shall be made to the custodian of records.

Contact the Public Information Office for additional information regarding copying costs, repetitious requests, and copy limits.

Public Information Office
1900 Price Rd., Ste 101
Brownsville, TX. 78521-2417
956-548-8000
Fax: 956-548-8010
Pio@bisd.us

Note: Policies GBA, GBAA

Broadcast of School Events

The broadcast or telecast of school events shall be in accordance with UIL rules and shall not identify the schools with the promotion of any commercial or political enterprise. All such coverage shall be with the prior approval of the Superintendent. Media activities shall not be allowed to disturb or disrupt the instructional program of the schools.

Note: Policy GBBA



Computer Use and Data Management

The District's electronic communications systems, including its network access to the Internet is primarily for administrative and instructional purposes. Employees who are authorized to use the systems are required to abide by the provisions of the district's communications systems policy and administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action up to and including termination. Employees with questions about computer use and data management may contact BISD Instructional Technology Dept. at (956)548-8241. Electronic mail transmissions and other use of the electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use.

Forging e-mail, including concealment of the sender's identity, is prohibited. An e-mail address of a member of the public that is provided for the purpose of communicating electronically with the District is confidential and not subject to disclosure unless the member of the public affirmatively consents to its release.

This confidentiality does not apply to an e-mail address:

1. Provided to the District by a person who has a contractual relationship with the District or by the contractor's agent;
2. Provided to the District by a vendor who seeks to contract with the District or by the vendor's agent;
3. Contained in a response to a request for bids or proposals, contained in a response to similar invitations soliciting offers or information relating to a potential contract, or provided to the District in the course of negotiating the terms of a contract or potential contract; or
4. Provided to the District on a letterhead, coversheet, printed document, or other document made available to the public.

The District may also disclose an e-mail address for any reason to another governmental body or to a federal agency. *Gov't Code 552.137*




Note: Policy DBA

Acceptable Use

Access to the District's electronic communications system is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the system and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Access to the District's *electronic communications* system, including the Internet and its network access to the Internet, is primarily for instructional and administrative purposes and in accordance with administrative guidelines.

Limited personal use of the system shall be permitted if the use:

-  Imposes no tangible cost on the District;
-  Does not unduly burden the District's computer or network resources; and
-  Has no adverse effect on an employee's job performance or on a student's academic performance.

Note: Policy CQ

Intellectual Property Rights

As agents of the District, employees shall have limited rights to work they create using the District's electronic communications system. The District shall retain the right to use any product created in the scope of a person's employment even when the author is no longer an employee of the District.

Intentionally destroying anything stored on the computer system, including anything stored in primary or random access memory is prohibited. Deliberately performing any act that will seriously impact the operation of the computer system is prohibited. This includes, but is not limited to, tampering with components of a local area network (LAN) or the high-speed backbone network, otherwise blocking communication lines, or interfering with the operational readiness of a computer or peripheral.

Electronic mail transmissions and other use of the electronic communications system by students and employees shall not be considered private. Designated District staff shall be authorized to monitor such communication at any time to ensure appropriate use.

Note: Policy CQ

Personal Use of Electronic Media

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs, (blogs), electronic forums (chat rooms), video sharing Web sites (e.g. YouTube), editorial comments posted on the Internet, and social network sites (e.g. Facebook, MySpace, Twitter, LinkedIn). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and Web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for Web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic media for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network pages(s) using the district's computers, network, or equipment.

- ✦ The employee shall not use the district's logo or other copyrighted material of the district without express, written consent.
- ✦ The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
 - Confidentiality of student records. [See Policy FL]
 - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See Policy DH (Exhibit)]
 - Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
 - Copyright law [See Policy EFE]
 - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See Policy DH (EXHIBIT)]

See *Use of Electronic Media with Students*, below, for regulations on employee communication with students through electronic media.

Note: Policy CQ

Use of Electronic Media with Students

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may communicate through electronic media with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. All other employees are prohibited from communicating with students who are enrolled in the district through electronic media.

An employee is not subject to these provisions to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for the use of electronic media with students:

- ✓ **Electronic media** includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, MySpace, Twitter, LinkedIn). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and Web-based applications.
- ✓ **Communicate** means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to district regulations on personal electronic communications. See Personal Use of Electronic Media, above. Unsolicited contact from a student through electronic means is not a communication.

Certified or licensed employee means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who uses electronic media to communicate with students shall observe the following:

- ✓ The employee may use any form of electronic media except text messaging. Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility.
- ✓ The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- ✓ The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.
- ✓ The employee shall not communicate directly with any student after an hour set by his campus Principal. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

- ✓ The employee does not have a right to privacy with respect to communications with students and parents.
- ✓ The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
 - Copyright law [Policy EFE]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DF]
 - Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 - Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.

An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.

Note: Policy DH

Computer Software

Unless otherwise provided in the purchase agreement, a purchased computer program shall not be used to make copies. A computer program may be legally copied only if:

1. Making a copy is an essential step in using the program (such as automatic copying into memory when a program is loaded); or
2. The new copy is a backup; backups cannot be used simultaneously with the original and must be erased if the original is resold.

District employees shall not use the same program on more than one computer at a time unless the purchase agreement or written permission from the vendor allows the District to network the program or allows other specified multiple use of the single copy.

Note: Policy EFE

Copyrighted Materials

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.) Rented videos are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Note: Policies CQ, EFE

Telephone and Mail System Use

Personal use of telephone for long-distance and toll calls is not permitted. Employees should practice discretion in using District telephones when making local personal calls. To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The use of BISD-paid postage for personal correspondence is not permitted.

Inter-Campus Mail Delivery

The District is prohibited by the Private Express Statutes from carrying unstamped letters over postal routes unless:

1. The letters relate to the current business of the District to an extent sufficient to satisfy the "letters of the carrier" exception; or
2. The carriage of the letters is without any compensation, direct or indirect, to the District so as to satisfy the "private hands" exception.

Regents of the Univ. of Cal. System v. Public Employee Relations Board, 485 U.S. 589, 108 S. Ct. 1404 (1988); 39 U.S.C. 601-606; 18 U.S.C. 1693-1699

Note: Policy CPAB

Use of Internal Mail System

The District mail system for delivering items between District buildings shall not be available for use other than official school business. With the permission of the Superintendent or designee, internal mailboxes at an individual campus may be used by campus employees and school-sponsored or school support groups affiliated with that campus. All intra-district mail must contain a return address.

Note: Policy CPAB, GKD



Complaints and Grievances

Grievance Procedures

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the Board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

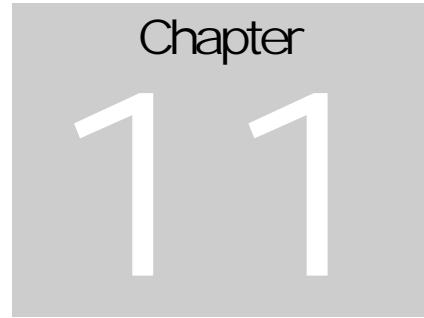
The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board of Trustees. For ease of reference, District Policy DGBA concerning the process of bringing forward concerns and complaints is reprinted in the Appendix.

Note: Policy DGBA

Whistleblower Complaints

Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint.

Note: Policy DG



Safety Issues

The District has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve District equipment, employees must comply with the following requirements:

GUIDELINES	Questions or Concerns May be Reported To:
Observe ALL safety rules Keep work areas clean and orderly at all times Immediately report all accidents to their supervisor Operate only equipment or machines for which they have training and authorization	The immediate Supervisor Safety Coordinator@ 548-8061 Employee Benefits/Risk Management Department @ 548-8061

Note: Policy CK Series

Bad Weather Closing

District employees are reminded to refer to the Public Information Office for information on school closings and inclement weather procedures. In the case of a full-day closing, the Superintendent or designee will notify media sources. Your best source of information regarding school closures is local television and radio stations, the District’s webpage at www.bisd.us, and KBSD TV, the District’s instructional Television Station. If there is no announcement, parents can assume school is in session and buses will run as usual. As always, parents have the right and responsibility to determine what is best for their child. Parents who have concerns about their children getting to school safely are urged to use their discretion about sending them to school.

Plan ahead for unexpected early dismissal - Please be certain that your children know the procedure you want them to follow if bad weather occurs during the day and students are dismissed early. Have an emergency plan and review it from time to time. When school is cancelled in the middle of the day, the school district will provide as much lead time as possible so families can make child care and transportation arrangements.

Families are asked to consider the following tips in preparing for inclement weather:

- Consider your childcare options if school is closed for the full day
- Consider your arrangements, if school dismisses early (talk with a neighbor about checking in on your child, make plans to have an adult in the home after dismissal).
- Talk with your child's daycare program regarding their inclement weather policy.
- If you plan to pick your child up from school, make sure the school is notified in advance.
- Make sure you have proper identification to pick up your child.
- Normal school procedures must be followed in picking up children from school.

Asbestos Management Plan

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept in the Department/Campus Administration Office and is available for inspection during normal business hours.

Note: Policy CKA

Pest Control Treatment

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

Note: Policies CLB, DI

Emergencies

All employees should be familiar with the safety procedures for responding to a medical emergency and the evacuation diagrams posted in their work areas. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Note: Policy CKC

Extracurricular Activity Safety Training

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to their Principal by August 01, 2012

Information on Texas Education Agency requirements is available on the TEA Web site at <http://ritter.tea.state.tx.us/taa/health042109.html>.

Note: Policy DBA, DMA

Student Issues

Equal Educational Opportunities

The Brownsville Independent School District does not discriminate on the basis of race, color, religion, national origin, gender, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students based on any of the reasons listed above should be directed to the Assistant Superintendent for Human Resources at 698-0210.

Note: Policy FB, FFH

Administering Medication to Students

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. A student who must take medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Note: Policy FFAC

Bullying

All employees are required to report student complaints of bullying to their campus principal. The district's policy includes definitions and procedures for reporting and investigating bullying of students and can be found in District Policies.

Note: Policy FFI

Campus Activity Fund

The principal shall be authorized to expend funds from the campus administrative activity fund to be used for activities of the students, faculty, staff, or campus. For fund raising activities see District Policy FJ.

Note: Policy CFD (Local)

Accounting Activity Funds Management

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student funds in accordance with state law and local policy, District approved accounting practices and procedure, and the TEA Financial Accountability System Resource Guide.

Note: GE (Local)

Relations with Parent Organizations

All community and school support organization fundraising efforts shall fall within federal, state and District guidelines and shall be for the purpose of supporting the school program or group activity for which the organization was formed [See GKB]

Dietary Supplements

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Note: Policy DH, FFAC

Hazing

Students must have prior approval from the principal or designee for any type of “initiation rites” of a school club or organization. While most initiation rites are permissible, engaging in or permitting “hazing” is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing; who has reason to know or suspect that a student intends to engage in hazing; or has engaged in hazing must report that fact or suspicion to the designated campus administrator:

Note: Policy FNCC

Notification to Parents Regarding Qualifications

In schools receiving Title 1 funds, the District is required by the No Child Let Behind Act (NCLB) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child’s teacher. NCLB also requires that parents be notified if their child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

Texas law also requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notification under NCLB is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) or individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call Certified Human Resource Department at 548-8031.

Note: Policy DK, DBA

Parent and Student Complaints

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board has adopted orderly processes for handling complaints on different issues. Any campus office or the Superintendent’s office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teachers or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal

complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Note: Policy FNG

Psychotropic Drugs

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood-or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug;
- Suggesting a particular diagnosis; and/or
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student.

Note: Policy FFAC

Student Attendance

Teachers and staff should be familiar with the District's policies and procedures for attendance accounting. These procedures require students to have parental consent before they are allowed to leave campus. When absent from school, the student, upon returning to school, must bring a note signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Note: Policy FEB

Student Conduct and Discipline

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. The discipline management techniques and the prohibited disciplinary consequences are listed on page 8 of the 2012 - 2013 Student Code of Conduct Student-Parent

Handbook. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Note: Policies in the FN and FO series

Student Records

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records.

- ✓ Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights.
- ✓ The student (if 18 or older or emancipated by a court)
- ✓ School officials with legitimate educational interests.

The student handbook provides parents and students with detailed information on student records.

Note: Policy FL

Videotape or Recording

A District employee is not required to obtain the consent of a child's parent before the employee may videotape the child or record the child's voice if the videotape or recording is to be used only for a purpose related to the regular classroom instruction. *Education Code 26.009(b) (3)*

Note: Policy EHA

COMPENSATION AND BENEFITS
WAGE AND HOUR LAWS

DEA
(LOCAL)

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

OBJECTIVES

The objectives for developing and administering the compensation plans shall be to:

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

PAY ADMINISTRATION

The Superintendent shall administer the compensation plans consistent with the budget approved by the Board. The Superintendent or designee shall classify each job title within the compensation 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.

Copies of the District's compensation plan are available from the Superintendent's office.

Professional personnel employed for less than full-time or less than a full year shall be paid an amount specified in the compensation plan.

The District shall pay all monthly employees on the 25th of the month. If the 25th falls on a holiday or weekend, the District shall pay on the first business day before the 25th. Biweekly employees shall be paid every two weeks on Friday.

PERSONNEL
FORMERLY ON
CAREER LADDER

Special assignment and administrative personnel shall resume their right to receive the last career ladder stipend for which they had qualified as part of their salary if they:

1. Were employed with the District on August 31, 1993,
2. Were on career ladder at any time prior to August 31, 1993, and
3. Returned to a teaching position after August 31, 1993.

ANNUAL PAY
INCREASES

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Super-

COMPENSATION AND BENEFITS
WAGE AND HOUR LAWS

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	<p>intendent or designee shall determine annual increases for individual employees, within budgeted amounts.</p>
<p>MID-YEAR PAY INCREASES CONTRACT EMPLOYEES</p>	<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>
<p>NONCONTRACT EMPLOYEES</p>	<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>
<p>DISASTER PAY</p>	<p>The emergency closing of schools during a disaster for any cause shall be at the discretion of the Superintendent. During an emergency closing for which the workdays are not scheduled to be made up at a later date, all employees may continue to be paid for their regular duty schedule regardless of whether the employees are required to report to work.</p>
<p>CLASSIFICATION OF POSITIONS</p>	<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>
<p>EXEMPT</p>	<p>The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.</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>
<p>NONEXEMPT</p>	<p>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.</p> <p>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</p>

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earn additional pay unless the employee works more than 40 hours.

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

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.

COMPENSATORY
TIME

At the District's option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

ACCRUAL

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 120 hours. If an employee has a balance of more than 120 hours of overtime, the employee will be required to use compensatory time or, at the District's option, will receive overtime pay.

USE

An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a fiscal year, the employee shall receive overtime pay.

Compensatory time may be used at either the employee's or the District's option. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

ANNUALIZED SALARY
REQUIRED

The District shall pay all salaried employees over 12 months, regardless of the number of months employed during the school year.

EARLY SEPARATION

If a salaried employee separates from service before the last day of instruction, the employee shall receive in his or her final paycheck the unpaid amount the employee has actually earned from the beginning of the 12-month pay period until the date of separation. For purposes of this policy, "separation from service" shall be as defined in IRS regulation 26 CFR 1.409A-1(h).

A salaried employee who separates from service on or after the last day of instruction shall be paid as follows:

1. An employee who is retiring under the Texas Teacher Retirement System shall receive in his or her final paycheck the un-

COMPENSATION AND BENEFITS
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paid amount the employee has actually earned from the beginning of the 12-month pay period until the date of separation. If the employee is eligible and elects to continue enrollment in the District's group health coverage for one or more months of the summer, the employee's share of premiums shall be withheld from the final paycheck.

2. All other employees shall be paid according to the annualized salary provisions above.

[For provisions on continuation of coverage after resignation, see CRD(LEGAL)]

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-

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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 STUDENTS

MANDATORY
TERMINATION

If the District receives notice that SBEC has revoked the certificate of a person based on conviction for a felony under Penal Code Title 5 or an offense requiring registration as a sex offender, and the victim of the offense is under 18 years of age, the District 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; and
2. If the person is employed under a probationary, continuing, or term contract:
 - a. Suspend the person without pay;
 - b. Provide the person with written notice that the person's contract is void [see NOTICE TO EMPLOYEE, below]; and
 - c. Terminate the employment of the person as soon as practicable.

Education Code 21.058(a), (c)

DISCRETIONARY
TERMINATION

If the District becomes aware that a person employed by the District under a probationary, continuing, or term contract has been convicted of or received deferred adjudication for a felony offense, and the person is not subject to the mandatory termination provision above, the District may:

1. Suspend the person without pay;
2. Provide the person with written notice that the person's contract is void [see NOTICE TO EMPLOYEE, below]; and
3. Terminate the employment of the person as soon as practicable.

Education Code 21.058(c-1)

NOTICE TO
EMPLOYEE

A person's probationary, continuing, or term contract is void if the District provides written notice to the person, under the mandatory or discretionary termination provisions above, that the person's contract is void. *Education Code 21.058(c-2)*

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NO APPEAL

Action taken by the District under the mandatory or discretionary terminations provisions above is not subject to appeal under Education Code Chapter 21 and the notice and hearing requirements of Chapter 21 do not apply to the action. *Education Code 21.058(e)*

INVALID OR EXPIRED
CERTIFICATION

An employee's probationary, term, or continuing contract is void if the employee:

1. Does not hold a valid certificate or permit issued by SBEC;
2. Fails to fulfill the requirements necessary to renew or extend the employee's temporary, probationary, or emergency certificate or any other certificate or permit issued under Education Code Chapter 21, Subchapter B; or
3. Fails to comply with any requirement under Education Code Chapter 22, Subchapter C [criminal history review, see DBAA], if the failure results in suspension or revocation of the employee's certificate.

Education Code 21.0031(a)

A certificate or permit is not considered to have expired if:

1. The employee has completed the requirements for renewal of the certificate or permit;
2. The employee submitted the request for renewal before the expiration date; and
3. The date the certificate or permit would have expired is before the date SBEC takes action to approve the renewal of the certificate or permit.

Education Code 21.0031(f)

DISTRICT'S
OPTIONS

If the District has knowledge that an employee's contract is void under Education Code 21.0031(a), 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 that does not require a contract under Education Code 21.002, at the employee's existing rate of pay or at a reduced rate.

The employee is not entitled to the minimum salary prescribed by Education Code 21.402.

Education Code 21.0031(b)

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EXCEPTION	<p>The District may not terminate or suspend an employee under 21.0031(b) because of the employee's lack of a valid certificate or permit, or failure to renew or extend a certificate or permit, if:</p> <ol style="list-style-type: none"><li data-bbox="558 407 1382 506">1. The employee requests an extension from SBEC to renew, extend, or otherwise validate the employee's certificate or permit; and<li data-bbox="558 527 1414 667">2. Not later than the 10th day after the date the contract is void, the employee takes necessary measures to renew, extend, or otherwise validate the employee's certificate or permit, as determined by SBEC.
NO APPEAL OR CHAPTER 21 HEARING	<p><i>Education Code 21.0031(b-1)</i></p> <p>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 that chapter do not apply to the decision. <i>Education Code 21.0031</i></p>
APPLICABILITY	<p>These void contract provisions do not affect the rights and remedies of a party in an at-will employment relationship and do not apply to a certified teacher assigned to teach a subject for which the teacher is not certified. <i>Education Code 21.0031; Nunez v. Simms, 341 F.3d 385 (5th Cir. 2003)</i></p>
REPORT TO SBEC OF EDUCATOR MISCONDUCT	<p>In addition to the reporting requirement under Family Code 261.101 [see FFG], the Superintendent must file a written report with SBEC not later than the seventh day after the Superintendent first obtains or has knowledge of information indicating that a certificate holder's employment at the District was terminated based on a determination that the certificate holder:</p> <ol style="list-style-type: none"><li data-bbox="558 1325 1414 1394">1. Sexually or physically abused or otherwise committed an unlawful act with a student or minor;<li data-bbox="558 1415 1414 1514">2. 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.;<li data-bbox="558 1535 1414 1604">3. Illegally transferred, appropriated, or expended funds or other property of the District;<li data-bbox="558 1625 1414 1724">4. Attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or permit for the purpose of promotion or additional compensation;<li data-bbox="558 1745 1414 1827">5. Committed a criminal offense or any part of a criminal offense on school property or at a school-sponsored event; or

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6. Solicited or engaged in sexual conduct or a romantic relationship with a student or minor.

The Superintendent may notify SBEC of any educator misconduct that the Superintendent believes in good faith may be subject to sanctions by SBEC.

[See DH(LEGAL) regarding contents of report to SBEC.]

Education Code 21.006; 19 TAC 249.14(d)

DEFINITIONS

'ABUSE'

"Abuse" includes the following acts or omissions:

1. Mental or emotional injury to a student or minor that results in an observable and material impairment in the student's or minor's development, learning, or psychological functioning;
2. Causing or permitting a student or minor to be in a situation in which the student or minor sustains a mental or emotional injury that results in an observable and material impairment in the student's or minor's development, learning, or psychological functioning;
3. Physical injury that results in substantial harm to a student or minor, or the genuine threat of substantial harm from physical injury to the student or minor, including an injury that is at variance with the history or explanation given and excluding an accident or reasonable discipline; or
4. Sexual conduct harmful to a student's or minor's mental, emotional, or physical welfare.

19 TAC 249.3(1)

'SOLICITATION OF
A ROMANTIC
RELATIONSHIP'

"Solicitation of a romantic relationship" means deliberate or repeated acts that can be reasonably interpreted as the solicitation by an educator of a relationship with a student that is romantic in nature. A romantic relationship is often characterized by a strong emotional or sexual attachment and/or patterns of exclusivity, but does not include appropriate educator-student relationships that arise out of legitimate contexts such as familial connections or longtime acquaintance. The following acts, considered in context, may constitute prima facie evidence of the solicitation by an educator of a romantic relationship with a student:

1. Behavior, gestures, expressions, or communications with a student that are unrelated to the educator's job duties and evidence a romantic intent or interest in the student, including statements of love, affection, or attraction. Factors that may be considered in determining the romantic intent of such communications or behavior include:

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DF
(LEGAL)

- a. The nature of the communications;
 - b. The timing of the communications;
 - c. The extent of the communications;
 - d. Whether the communications were made openly or secretly;
 - e. The extent that the educator attempts to conceal the communications;
 - f. If the educator claims to be counseling a student, SBEC may consider whether the educator's job duties included counseling, whether the educator reported the subject of the counseling to the student's guardians or to the appropriate school personnel, or, in the case of alleged abuse or neglect, whether the educator reported the abuse or neglect to the appropriate authorities; and
 - g. Any other evidence tending to show the context of the communications between educator and student.
2. Making inappropriate comments about a student's body, creating or transmitting sexually suggestive photographs or images, or encouraging the student to transmit sexually suggestive photographs or images.
 3. Making sexually demeaning comments to a student.
 4. Making comments about a student's potential sexual performance.
 5. Requesting details of a student's sexual history.
 6. Requesting a date, sexual contact, or any activity intended for the sexual gratification of the educator.
 7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party.
 8. Inappropriate hugging, kissing, or excessive touching.
 9. Providing the student with drugs or alcohol.
 10. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage.
 11. Any other acts tending to show that the educator solicited a romantic relationship with the student.

19 TAC 249.3(51)

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

PLAN TO REDUCE
PERSONNEL COSTS

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEAB]
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEAB]
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the Commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below]
- Reductions in force of contract personnel due to program change [see DFFB]
- Other means of reducing personnel costs

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE
DUE TO FINANCIAL
EXIGENCY
APPLICABILITY

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

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

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

REDUCTION IN FORCE
FINANCIAL EXIGENCY

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(LOCAL)

2. Applied on a Districtwide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal, whether completed by the District or by a previous district; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

SUPERINTENDENT
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

NOTICE

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR
AVAILABLE POSITIONS

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST
NONRENEWAL:
TERM CONTRACT

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

DISCHARGE:
CHAPTER 21
CONTRACT

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

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(LOCAL)

DISCHARGE: NON-
CHAPTER 21
CONTRACT

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.

FINAL ACTION
HEARING
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

NO HEARING
REQUESTED

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

APPLICABILITY This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.

DEFINITIONS Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or Districtwide.
2. "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 Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.

EMPLOYMENT AREAS When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.

REDUCTION IN FORCE
PROGRAM CHANGE

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(LOCAL)

9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal, whether completed by the District or by a previous district; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

NOTICE

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR
AVAILABLE POSITIONS

An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST

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

FINAL ACTION

HEARING
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.

Brownsville ISD
031901

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

NO HEARING
REQUESTED

If the employee does not request a hearing, the Board shall take final action in accordance with DFBB and shall notify the employee in writing.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LEGAL)

UNITED STATES
CONSTITUTION

The District shall take no action abridging the freedom of speech or the right of the people to petition the Board for redress of grievances. *U.S. Const. Amend. I, XIV*

The Board may confine its meetings to specified subject matter and may hold nonpublic sessions to transact business. But when the Board sits in public meetings to conduct public business and hear the views of citizens, it may not discriminate between speakers on the basis of the content of their speech or the message it conveys. *Rosenberger v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 828 (1995); *City of Madison v. Wis. Emp. Rel. Comm'n*, 429 U.S. 167, 174 (1976); *Pickering v. Bd. of Educ.*, 391 U.S. 563, 568 (1968) [See DG]

TEXAS CONSTITUTION

Employees shall have the right, in a peaceable manner, to assemble together for their common good and to apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance. *Tex. Const. Art. I, Sec. 27*

There is no requirement that the Board negotiate or even respond to complaints. However, the Board must stop, look, and listen and must consider the petition, address, or remonstrance. *Prof'l Ass'n of College Educators v. El Paso County Cmty. [College] District*, 678 S.W.2d 94 (Tex. App.—El Paso 1984, writ ref'd n.r.e.)

FEDERAL LAWS
SECTION 504

A district that receives federal financial assistance, directly or indirectly, and that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973. *34 CFR 104.7(b), .11*

AMERICANS WITH
DISABILITIES ACT

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Code of Federal Regulations, Title 28, Part 35 (Americans with Disabilities Act regulations). *28 CFR 35.107, .140*

TITLE IX

A district that receives federal financial assistance, directly or indirectly, shall adopt and publish grievance procedures providing for prompt and equitable resolution of employee complaints alleging any action prohibited by Title IX of the Education Amendments of 1972. *34 CFR 106.8(b); North Haven Bd. of Educ. v. Bell*, 456 U.S. 512 (1982)

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LEGAL)

STATE LAWS

WAGES, HOURS,
CONDITIONS OF
WORK

The prohibition against collective bargaining and strikes [see DGA] does not impair the right of employees to present grievances concerning their wages, hours of employment, or conditions of work, either individually or through a representative that does not claim the right to strike. *Gov't Code 617.005*

The term "conditions of work" should be construed broadly to include any area of wages, hours or conditions of employment, and any other matter that is appropriate for communications from employees to employer concerning an aspect of their relationship. *Atty. Gen. Op. JM-177 (1984); Corpus Christi Fed. of Teachers v. Corpus Christi Indep. Sch. Dist., 572 S.W.2d 663 (Tex. 1978)*

The statute protects grievances presented individually or individual grievances presented collectively. *Lubbock Prof'l Firefighters v. City of Lubbock, 742 S.W.2d 413 (Tex. App.—Amarillo 1987, writ ref'd n.r.e.)*

REPRESENTATIVE

The District cannot deny an employee's representative, including an attorney, the right to represent the employee at any stage of the grievance procedure, so long as the employee designates the representative and the representative does not claim the right to strike. *Lubbock Prof'l Firefighters v. City of Lubbock, 742 S.W.2d 413 (Tex. App.—Amarillo 1987, writ ref'd n.r.e.); Sayre v. Mullins, 681 S.W.2d 25 (Tex. 1984)*

The District should meet with employees or their designated representatives at reasonable times and places to hear grievances concerning wages, hours of work, and conditions of work. The right to present grievances is satisfied if employees have access to those in a position of authority to air their grievances. However, that authority is under no legal compulsion to take action to rectify the matter. *Atty. Gen. Op. H-422 (1974); Corpus Christi Indep. Sch. Dist. v. Padilla, 709 S.W.2d 700 (Tex. App.—Corpus Christi, 1986, no writ)*

EMPLOYMENT
POLICY

The District's employment policy must provide each employee with the right to present grievances to the Board.

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:

1. A hearing under Education Code Chapter 21, Subchapter E (Term Contracts) or F (Hearing Examiners); and
2. Another appeal or hearing in which ex parte communication would be inappropriate pending a final decision by the Board.

Education Code 11.1513

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LEGAL)

GRIEVANCE POLICY	<p>The District's grievance policy must permit an employee to report a grievance against a supervisor to a different supervisor if the employee alleges that the supervisor:</p> <ol style="list-style-type: none">1. Violated the law in the workplace; or2. Unlawfully harassed the employee.
AUDIO RECORDING	<p>In addition, the policy must permit an employee who reports a grievance to make an audio recording of any meeting or proceeding at which the substance of a grievance that complies with the policy is investigated or discussed. The implementation of an employee's authorization to make an audio recording may not result in a delay of any time line provided by the grievance policy. The District is not required to provide equipment for the employee to make the recording.</p> <p><i>Education Code 11.171</i></p>
FINALITY OF GRADES	<p>An examination or course grade issued by a classroom teacher is final and may not be changed unless the grade is arbitrary, erroneous, or not consistent with the District's grading policy applicable to the grade, as determined by the Board.</p> <p>The Board's determination is not subject to appeal.</p> <p><i>Education Code 28.0214</i></p>
OPEN MEETINGS ACT	<p>The Board is not required to conduct an open meeting to hear a complaint or charge against an employee. However, the Board may not conduct a closed meeting if the employee who is the subject of the hearing requests a public hearing. <i>Gov't Code 551.074</i> [See BEC]</p>
CLOSED MEETING	<p>The Board may conduct a closed meeting on an employee complaint to the extent required or provided by law. <i>Gov't Code 551.082</i> [See BEC]</p>
RECORD OF PROCEEDINGS	<p>An appeal of the Board's decision to the Commissioner of Education shall be decided based on a review of the record developed at the District level. "Record" includes, at a minimum, an audible electronic recording or written transcript of all oral testimony or argument. <i>Education Code 7.057(c), (f)</i></p> <p>It is the District's responsibility to make and preserve the records of the proceedings before the Board. If the District fails to create and preserve the record without good cause, all substantial evidence issues that require missing portions of the record for resolution shall be deemed against the District. The record shall include:</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LEGAL)

1. A tape recording or a transcript of the hearing at the local level. If a tape recording is used:
 - a. The tape recording must be complete, audible, and clear; and
 - b. Each speaker must be clearly identified.
2. All evidence admitted;
3. All offers of proof;
4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the decision of the hearing examiner;
7. A tape recording or transcript of the oral argument before the Board; and
8. The decision of the Board.

19 TAC 157.1073(d)

WHISTLEBLOWER
COMPLAINTS

Before bringing suit, an employee who seeks relief under Government Code Chapter 554 (whistleblowers) must initiate action under the District's grievance or appeal procedures relating to suspension or termination of employment or adverse personnel action. *Gov't Code 554.006* [See DG]

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

COMPLAINTS	In this policy, the terms “complaint” and “grievance” shall have the same meaning.
OTHER COMPLAINT PROCESSES	<p>Employee complaints shall be filed in accordance with this policy, except as provided below:</p> <ol style="list-style-type: none">1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.4. Complaints concerning instructional materials shall be submitted in accordance with EFA.5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.
NOTICE TO EMPLOYEES	The District shall inform employees of this policy.
DELEGATION	The Board delegates to the Superintendent the ability to abate a grievance timely filed when in his or her opinion adequate resolution of the grievance will be aided by the results of an investigation. Such investigation shall be conducted expeditiously to bring prompt closure to the grievance process. District employees shall receive periodic and timely updates.
GUIDING PRINCIPLES INFORMAL PROCESS	<p>The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

DIRECT COMMUNICATION WITH BOARD MEMBERS	Employees shall not be prohibited from communicating with a member of the Board 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.
FORMAL PROCESS	<p>If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
FREEDOM FROM RETALIATION	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
WHISTLEBLOWER COMPLAINTS	Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
COMPLAINTS AGAINST SUPERVISORS	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaints alleging a violation of law by the Superintendent may be made directly to the Board or designee.
GENERAL PROVISIONS FILING	Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
RESPONSE	At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the em-

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

ployee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

DAYS

"Days" shall mean District business days, unless otherwise noted. In calculating time lines under this policy, the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance shall be "day one." The following District business day shall be "day two."

With regard to administration time lines requiring the setting of grievances or responses required herein by the administration, the day a document is filed shall be "day one." The following business day shall be "day two."

REPRESENTATIVE

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

CONSOLIDATING
COMPLAINTS

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

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

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice. Such appeal shall be limited to the issue of timeliness. A grievant who is untimely a second time shall not be eligible to continue the complaint process.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT FORM Complaints under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refile is within the designated time for filing a complaint.

AUDIO RECORDING As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

LEVEL ONE Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and hold a conference with the employee within 15 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the employee a written response within ten days following the conference. The written response

shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

INTRODUCTION OF
EVIDENCE

All parties must introduce all evidence at Level One of the grievance procedure. If a grievance is filed because of a written document received from the employee's supervisor, all evidence must also be introduced at Level One of the grievance procedure. All other grievances that are filed with the administration may introduce evidence at Level One and/or Level Two. All parties may introduce new evidence if the new evidence occurred after the previous hearing date. The new evidence must be received by the opposing party at least five business days prior to the upcoming hearing.

LEVEL TWO

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the employee at Level One and identified in the Level Two appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One de-

cision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The grievant has the right to ask for an open or closed hearing before the Board.

The Board shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and the administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(EXHIBIT)

The forms on the following pages are provided to assist the District in processing employee complaints/grievances.

- Exhibit A: Employee Complaint Form — Level One — 2 pages
- Exhibit B: Response to Level One Complaint — 1 page
- Exhibit C: Level Two Appeal Notice — 1 page
- Exhibit D: Response to Level Two Appeal — 1 page
- Exhibit E: Level Three Appeal Notice — 1 page
- Exhibit F: Board's Response to Level Three Appeal — 1 page

EXHIBIT A

EMPLOYEE COMPLAINT FORM — LEVEL ONE

To file a formal complaint, please fill out this form completely and submit it by hand delivery, fax, or U.S. Mail to the appropriate administrator within the time established in DGBA(LOCAL). All complaints will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name _____

2. Address _____

Telephone number (____) _____

3. Position _____ Campus/Department _____

4. If you will be represented in voicing your complaint, please identify the person representing you.

Name _____

Address _____

Telephone number (____) _____

5. Please describe the decision or circumstances causing your complaint (give specific factual details):

6. What was the date of the decision or circumstances causing your complaint?

7. Please explain how you have been harmed by this decision or circumstance:

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(EXHIBIT)

8. Please describe any efforts you have made to resolve your complaint informally and the responses to your efforts:

With whom did you communicate?

On what date? _____

9. Please describe the outcome or remedy you seek for this complaint:

Employee signature _____

Signature of employee's representative _____

Date of filing _____

Complainant, please note:

A complaint form that is incomplete in any material way may be dismissed, but may be refiled with all the required information if the refile is within the designated time for filing a complaint.

Attach to this form any documents you believe will support the complaint; if unavailable when you submit this form, they may be presented no later than the Level One conference. Please keep a copy of the completed form and any supporting documentation for your records.

EXHIBIT B

RESPONSE TO LEVEL ONE COMPLAINT

_____ (date)
_____ (name of complainant)
_____ (address of complainant)

Dear _____:

Having considered the complaint we discussed in our Level One conference on _____ (date), I have decided on the following response:

[Note: When preparing the letter, include only one of the following sentences.]

For the following reasons, I am unable to provide the remedy you seek:

I will take the following actions to grant the remedy you seek for your complaint:

Although I am unable to provide the full remedy you seek for your complaint, I will take the following actions to provide a partial remedy:

_____ (signature of supervisor, principal, or other appropriate administrator)

Complainant, please note:

To appeal this response, you must file a written notice of appeal with the appropriate administrator within the time limits set in DGBA(LOCAL). The necessary forms are available at _____ during regular business hours.

EXHIBIT C

LEVEL TWO APPEAL NOTICE

To appeal a Level One decision, or the lack of a timely response after a Level One conference, please fill out this form completely and submit it by hand delivery, fax, or U.S. Mail to the Superintendent or designee within the time established in DGBA(LOCAL). Appeals will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name _____

2. Address _____

Telephone number (____) _____

3. Position _____ Campus/Department _____

4. If you will be represented in voicing your appeal, please identify the person representing you.

Name _____

Address _____

Telephone number (____) _____

5. To whom did you present your complaint at Level One? _____

Date of conference _____

Date you received a response to the Level One conference _____

6. Please explain specifically how you disagree with the outcome at Level One:

7. Attach a copy of your original complaint and any documentation submitted at Level One.

8. Attach a copy of the Level One response being appealed, if applicable.

Employee signature _____

Signature of employee's representative _____

Date of filing _____

EXHIBIT D

RESPONSE TO LEVEL TWO APPEAL

_____ (date)
_____ (name of complainant)
_____ (address of complainant)

Dear _____:

Having considered the appeal you presented at Level Two on _____ (date), I have decided on the following response:

[Note: When preparing the letter, include only one of the following sentences.]

I am unable to grant your appeal. I will uphold the decision made at Level One by _____ (name) and communicated to you in the Level One response.

I wish to grant your appeal and have instructed _____ (name) to find a resolution in keeping with the remedy you seek.

Although I am unable to fully grant your appeal, I have instructed _____ (name) to take the following actions as a partial remedy to your complaint:

_____ Superintendent (or designee)

Complainant, please note:

To appeal this response, you must file a written notice of appeal with the appropriate administrator within the time limits set in DGBA(LOCAL). The necessary forms are available at _____ during regular business hours.

EXHIBIT E

LEVEL THREE APPEAL NOTICE

To appeal a Level Two decision, or the lack of a timely response after a Level Two conference, please fill out this form completely and submit it by hand delivery, fax, or U.S. Mail to the Superintendent or designee within the time established in DGBA(LOCAL). Appeals will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name _____

2. Address _____

Telephone number (____) _____

3. Position _____ Campus/Department _____

4. If you will be represented in voicing your appeal, please identify the person representing you.

Name _____

Address _____

Telephone number (____) _____

5. To whom did you present your appeal at Level Two? _____

Date of conference _____

Date you received a response to the Level Two conference _____

6. Please explain specifically how you disagree with the outcome at Level Two:

7. Do you want the Board to hear this appeal in open session? _____
Please be aware that the Texas Open Meetings Act may prevent the Board from granting a request for open session.

8. Attach a copy of your original complaint and any documentation submitted at Level One and a copy of your Level Two appeal notice.

9. Attach a copy of the Level Two response being appealed, if applicable.

Employee signature _____

Signature of employee's representative _____

Date of filing _____

EXHIBIT F

BOARD'S RESPONSE TO LEVEL THREE APPEAL

_____ (date)
_____ (name of complainant)
_____ (address of complainant)

Dear _____:

Having heard the presentation of your appeal at Level Three, the Board took the following action at its meeting on _____ (date):

[Note: When preparing the letter or announcing the decision at the Board meeting, include only one of the following sentences.]

We have denied the appeal and have upheld the decision made by the Superintendent (or designee) at Level Two.

We have granted the appeal and have instructed the Superintendent to find a resolution in keeping with the remedy you seek.

We have partially denied and partially granted the appeal and have instructed the Superintendent as follows:

Sincerely,

_____ President of the Board of Trustees

_____ SD

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

VIOLATIONS OF
STANDARDS OF
CONDUCT

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

ELECTRONIC MEDIA

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications.

USE WITH
STUDENTS

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CPC]

PERSONAL USE

An employee shall be held to the same professional standards in his or her public use of electronic media as for any other public conduct. If an employee's use of electronic media violates state or

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

PERSONAL
TELECOMMUNICATIONS
DEVICES

DEFINITION

A personal, non-District, or unauthorized telecommunications device is a piece of equipment that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor and is not issued or authorized by the District as required for the normal discharge of the employee's duties.

USE

An employee shall not interrupt the performance of his or her duties, or leave the classroom or other work site, to answer, respond to, or use a personal, non-District, or unauthorized telecommunications device. The use of personal telecommunications devices shall not interfere with the employee's fulfillment of assigned duties. In the interest of safety, no District employee shall use a personal, non-District, or unauthorized telecommunications device while driving a District vehicle or a personal vehicle while on District business. [See CNB and CNC]

OUTSIDE ACTIVITIES

An employee shall conduct his or her outside activities and affairs in a manner that does not adversely affect the employee's professional status or daily performance of instructional duties.

PROFANITY

When dealing with staff and students, an employee shall not use profane language nor engage in obscene conversations on the job.

DISRUPTIVE ACTIVITY

A staff member who instigates or otherwise incites disruptive activity involving staff or students on school property or at a school event shall be subject to disciplinary action by the Superintendent and the Board.

SAFETY
REQUIREMENTS

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR
ABUSE

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

RELATIONSHIPS WITH STUDENTS	An employee 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	An employee shall not use tobacco products on District premises, in District vehicles, or at school or school-related activities. [See also GKA]
ALCOHOL AND DRUGS	<p>An employee 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:</p> <ol style="list-style-type: none">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 drug. <p>An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.</p>
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	<p>Each employee shall be given a copy of the District’s notice regarding drug-free schools. [See DI(EXHIBIT)]</p> <p>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.</p>
ARRESTS, INDICTMENTS, CONVICTIONS, AND OTHER ADJUDICATIONS	<p>An employee shall notify his or her principal or immediate supervisor within three calendar days 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:</p> <ol style="list-style-type: none">1. Crimes involving school property or funds;

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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 or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

DRESS AND
GROOMING

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with the following standards of dress and hygiene:

1. An employee shall dress in neat clean clothing in good state of repair and appropriate for the assignment and safety of the job.
2. Good personal hygiene shall be expected of each employee, including well-groomed, neatly trimmed hair. Men are allowed to wear a neatly trimmed mustache or beard.

Additional standards shall be established by supervisors and approved by the Superintendent.

Note: This policy addresses harassment of District employees. For legally referenced material relating to discrimination and retaliation, see DAA(LEGAL). 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*

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. Sundowner 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:

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LEGAL)

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual.

29 CFR 1604.11(a)

SAME-SEX SEXUAL
HARASSMENT

Same-sex sexual harassment constitutes sexual harassment. *Oncale v. Sundowner Offshore Services, Inc.*, 523 U.S. 75 (1998)

HARASSMENT POLICY

The District should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate penalties, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned. *29 CFR 1604.11(f)*

CORRECTIVE ACTION

The District is responsible for acts of unlawful harassment by fellow employees and by nonemployees if the District, its agents, or its supervisory employees knew or should have known of the conduct, unless the District takes immediate and appropriate corrective action. *29 CFR 1604.11(d), (e), 1606.8(d), (e)*

When no tangible employment action is taken, the District may raise the following affirmative defense:

1. That the District exercised reasonable care to prevent and promptly correct any harassing behavior; and
2. That the employee unreasonably failed to take advantage of any preventive or corrective opportunities provided by the employer or to avoid harm otherwise.

Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998); *Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)

Note: This policy addresses discrimination, harassment, and retaliation involving District employees. In this policy, the term “employees” includes former employees and applicants for employment. For discrimination, harassment, and retaliation involving students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

STATEMENT OF
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

DISCRIMINATION

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

HARASSMENT

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, 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 performance, environment, or employment opportunities.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

SEXUAL HARASSMENT

Sexual harassment is a form of sex discrimination 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:

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DIA
(LOCAL)

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 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.

RETALIATION

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.

EXAMPLES

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

PROHIBITED
CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING
PROCEDURES

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

DEFINITION OF
DISTRICT OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX
COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District des-

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

ignates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Leandra C. Ortiz
Position: Staff Attorney
Address: 1900 Price Road, Brownsville, TX 78521
Telephone: (956) 548-8000

ADA / SECTION 504
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Maricela Zarate
Position: Administrator for Certified Personnel
Address: 1900 Price Road, Brownsville, TX 78521
Telephone: (956) 548-8000

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE
REPORTING
PROCEDURES

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE OF REPORT

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

INVESTIGATION OF
THE REPORT

The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed as soon as possible; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

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.

APPEAL

A complainant who is dissatisfied with the outcome of the investigation or with the disciplinary action based on the results of the investigation may appeal if the action or event causing the complaint meets the time line established at DGBA(LOCAL).

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

The complainant may have a right to file a complaint with appropriate state or federal agencies.

RECORDS RETENTION Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

ACCESS TO POLICY This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus, the District Web site, and the District administrative offices.

PERSONNEL POSITIONS
SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

DPB
(LOCAL)

SUBSTITUTE TEACHERS	At the beginning of each school year, the Superintendent or a designee shall compile a list of qualified substitute teachers available for the school year. Principals shall request and receive specific authorization from the Superintendent or designee before employing any substitute not on the approved list.
APPLICATION	<p>Persons wishing to substitute teach in the District shall make application through usual channels. [See DC]</p> <p>Approved substitutes shall have on file in the District:</p> <ol style="list-style-type: none">1. The District's application form.2. College transcript that reflects 48 semester college hours of credit, not including remedial or vocational courses. If an individual has substituted continuously for the District prior to August 1996, her or she will be grandfathered and only be required to have a GED or high school diploma.3. Income tax withholding form.
QUALIFICATIONS	The District shall attempt to hire certified teachers as substitutes whenever possible; however, no person shall be employed as a substitute who does not have at least 48 college hours.
SELECTION	Principals shall give first consideration to the most qualified teachers on the approved substitute list and shall make an effort to place substitutes in their field of interest or the field in which they are best qualified.
PAY	The rates for substitute pay shall be approved by the Board and included in the annual compensation plan.
PERFORMANCE RESPONSIBILITIES	A substitute shall be subject to all duties of a regular classroom teacher.
TEMPORARY POSITION	Temporary positions are defined as those positions that are established for less than the Board-approved number of workdays per year for teachers and that are intended to be dissolved at the end of the assignment. Temporary positions of four and one-half months or more shall be noncontractual with fringe benefits. Temporary positions of less than four and one-half months shall be noncontractual without fringe benefits.
PART-TIME POSITIONS	Part-time positions are defined as positions for which the assignment is less than 20 hours a week. Part-time positions shall be noncontractual without benefits.

ADMISSIONS
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB
(LEGAL)

ASSIGNMENTS

The Board or its designee may assign and transfer any student from one school facility or classroom to another facility or classroom within its jurisdiction. *Education Code 25.031*

The Board or its designee must make the decision concerning the assignment or transfer of a student on an individual basis and may not consider as a factor in its decision any matter relating to the national origin of the student or the student's ancestral language. *Education Code 25.032*

MULTIPLE BIRTH
SIBLINGS

"Multiple birth sibling" means a twin, triplet, quadruplet, or other sibling resulting from a multiple birth.

"Parent" includes a person standing in parental relation.

PLACEMENT

The parent of multiple birth siblings who are assigned to the same grade level and school may request in writing, not later than the fourteenth day after the first day of enrollment, that the school place the siblings in the same classroom or in separate classrooms.

A school shall provide the placement requested. However, the District is not required to place multiple birth siblings in separate classrooms if the request would require the District to add an additional class to the grade level of the siblings.

The school may recommend to a parent the appropriate classroom placement and may provide professional educational advice to assist the parent with the decision.

These provisions do not affect:

1. A right or obligation regarding the individual placement decisions of the admission, review, and dismissal (ARD) committee with respect to students receiving special education services [see EHBAB]; or
2. The right of a teacher to remove a student from a classroom under Chapter 37 [see FOA].

REASSIGNMENT BY
PRINCIPAL

At the end of the first grading period following the multiple birth siblings' enrollment in the school, if the principal of the school, in consultation with the teacher of each classroom in which the siblings are placed, determines that the requested classroom placement is disruptive to the school, the principal may determine the appropriate classroom placement for the siblings.

APPEAL

A parent may appeal the principal's classroom placement in the manner provided by District policy. During an appeal, the siblings shall remain in the classroom chosen by the parent. [See FNG]

Education Code 25.043

ADMISSIONS
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB
(LEGAL)

PLACEMENT OF
OLDER STUDENTS

If the District admits a person who is 21 years of age or older to complete the requirements for a high school diploma, and the person has not attended school in the three preceding school years, the District may not place the person with a student who is 18 years of age or younger in a classroom setting, a cafeteria, or another District-sanctioned school activity. This restriction does not prevent the person from attending a school-sponsored event that is open to the public as a member of the public. *Education Code 25.001(b-2)*

PETITIONS AND
OBJECTIONS

The parent or person standing in parental relation may by written petition either:

1. Request the assignment or transfer of the student to a designated school or to a school to be designated by the Board; or
2. File objections to the assignment of the student to the school to which the student has been assigned.

Education Code 25.033, 26.003(a)(1)

PROCEDURE

Upon receiving a written petition, the Board shall proceed as follows:

1. If no hearing is requested, act on the petition not later than the 30th day after the petition is submitted and notify the petitioner of its conclusion; or
2. If a hearing is requested, designate a time and place for holding a hearing not later than the 30th day after the petition is submitted.

If a hearing is requested, it shall be conducted by the Board in compliance with the following:

1. The petitioner may present evidence relevant to the student.
2. The Board may conduct investigations as to the objection or request, examine any student involved, and employ agents, professional or otherwise, for the purpose of examinations and investigations.

BOARD'S DECISION

The decision of the Board, with or without a hearing, shall be final, unless the student, or the parent, guardian, or custodian of the student as next friend, files an exception to the decision as constituting a denial of any right of the student guaranteed under the U.S. Constitution.

If such an exception is filed, the Board may reconsider its decision. If the Board has not ruled on the exception before the 16th day after the date of the filing, the objection is considered overruled. If

the exception is overruled, an appeal of the Board's decision may be filed in the district court of the county in which the Board is located.

Education Code 25.034

STUDENTS WHO ARE
VICTIMS OF BULLYING

On the request of a parent or other person with authority to act on behalf of a student who is a victim of bullying, the Board or its designee shall transfer the victim to:

1. Another classroom at the campus to which the victim was assigned at the time the bullying occurred; or
2. A campus in the District other than the campus to which the victim was assigned at the time the bullying occurred.

STUDENTS WHO
ENGAGE IN BULLYING

The Board may transfer the student who engaged in bullying to:

1. Another classroom at the campus to which the victim was assigned at the time the bullying occurred; or
2. A campus in the District other than the campus to which the victim was assigned at the time the bullying occurred, in consultation with a parent or other person with authority to act on behalf of the student who engaged in bullying.

The transfer of a student with a disability who receives special education services and who engaged in bullying may be made only by a duly constituted ARD committee under Education Code 37.004.

DEFINITION

"Bullying" has the meaning assigned by Education Code 37.0832. [See FFI]

VERIFICATION

The Board or designee shall verify that a student has been a victim of bullying before transferring the student. The Board may consider past student behavior when identifying a bully.

The determination by the Board or designee is final and may not be appealed. The procedures set forth at Education Code 25.034 [see PETITIONS AND OBJECTIONS, PROCEDURE, above] do not apply to a transfer under this provision.

The District is not required to provide transportation to a student who transfers to another campus under this provision.

Education Code 25.0342

Note: For bullying rising to the level of prohibited harassment, see FFH. For all other bullying, see FFI.

ADMISSIONS
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB
(LEGAL)

OTHERS IN SPECIAL
EDUCATION
STUDENT'S
HOUSEHOLD

If the District assigns a student to a District campus other than the campus the student would attend based on the student's residence, for purposes of receiving special education services, the District shall permit the student's parent, guardian, or other person standing in parental relation to the student to obtain a transfer to the assigned campus for any other student residing in the household of the student receiving special education services, subject to the conditions below.

A student residing in the same household as the transferred special education student is eligible for a transfer if:

1. The other student is entitled to attend school in the District [see FD];
2. The appropriate grade level for the other student is offered at the campus.

This provision does not apply if the student receiving special education services resides in a residential facility.

Education Code 25.034 [see PETITIONS AND OBJECTIONS, PROCEDURE, above] does not apply to a transfer under this provision.

TRANSPORTATION

The District is not required to provide transportation to a student who transfers to another campus under this provision. This provision does not affect any transportation services provided by the District in accordance with other law for students receiving special education services.

Education Code 25.0343

STUDENTS IN
UNACCEPTABLE
SCHOOLS

A student is eligible to attend another public school in the District in which the student resides if the student is assigned to attend a public school campus:

1. At which 50 percent or more of the students did not perform satisfactorily on the state-mandated assessment in any two of the three preceding years; or
2. That failed to satisfy any standard under Education Code 39.054(e) at any time in the preceding three years. [See AIA]

Education Code 29.202(a) [See FDAA]

STUDENTS IN
SCHOOLS IDENTIFIED
FOR IMPROVEMENT

If a school is identified for school improvement, pursuant to the No Child Left Behind Act, the District shall provide all students enrolled in the school with the option to transfer to another public school served by the District, which may include a public charter school, that has not been identified for school improvement, unless such

an option is prohibited by state law. The District shall provide this option not later than the first day of the school year following such identification.

The District shall give priority to the lowest achieving children from low-income families. Students who use the option to transfer shall be enrolled in classes and other activities in the public school to which the students transfer in the same manner as all other children at the public school.

The District shall permit a child who transferred to another school to remain in that school until the child has completed the highest grade in that school. The obligation of the District to provide, or to provide for, transportation for the child ends at the end of a school year if the District determines that the school from which the child transferred is no longer identified for school improvement or subject to corrective action or restructuring.

No Child Left Behind Act of 2001, 20 U.S.C. 6316(b)(1)(E), (F), (b)(13)

Note: See also AID for identification for school improvement and FDE for the school safety transfer option in Title I programs.

CLASS CHANGES

A parent or person standing in parental relation is entitled to reasonable access to the school principal, or to a designated administrator with authority to reassign a student, to request a change in the class or teacher to which the parent's child has been assigned, if the reassignment or change would not affect the assignment or reassignment of another student. The decision of the Board regarding such a request is final and may not be appealed. *Education Code 26.002, .003(a)(2), (b)* [See FNG]

ADMISSIONS
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB
(LOCAL)

CAMPUS ASSIGNMENT A student shall be assigned to attend the school that serves the student's attendance zone. Exceptions shall be considered as follows:

1. A curriculum transfer may be allowed if a course is not offered in the school in the student's attendance zone. Upon completion of the course, the student shall return to his or her home attendance zone. Assignment shall be made on the basis of space availability and eligibility criteria for a particular course.
2. Transfers may be designed to balance student loads by relieving overcrowding in a particular school. Such transfers shall be recommended by the Superintendent's designee. The Superintendent may assign any student from one school facility or classroom within the District to another facility or classroom within the District.
3. An administrative-initiated transfer may be used to address special situations involving students. Sufficient documentation to substantiate the severity of the situation shall be required. Such transfers shall be the prerogative of the campus administration as a result of an agreement between two principals. A copy of the signed agreement shall be provided to the department of pupil services.
4. A District employee who lives within the District may request that his or her child be transferred to the school where the parent is employed. Requests to transfer to other schools shall be based on space availability. This benefit shall become void upon termination of employment.
5. A student may be assigned by the Superintendent or designee to a school outside the student's attendance zone if it is in the best interest of the student or school.
6. A student may be enrolled in a school when his or her family resides in the District and has a home under construction or is waiting to occupy a residence they have purchased or rented in the attendance area that is assigned to that school. Official documentation that indicates the expected date of occupancy shall be presented to the school. If the family does not reside in the attendance area for that school within 45 calendar days, the student shall be withdrawn until a residence is established within that attendance area.
7. A student who moves into another attendance zone within the District during the school year may remain at the campus associated with his or her previous attendance zone until the end of the six-week grading period. The student's parent

ADMISSIONS
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB
(LOCAL)

shall provide acceptable documentation to prove that the student started the school year while living in the previous attendance zone. When extenuating circumstances occur, the principal may approve an extension until the end of the semester or year provided space is available.

8. A sibling of a student who is currently attending a school on an approved transfer shall be allowed to transfer to that same school if space is available. To receive priority, the transfer request of a sibling must be received in the office of pupil services no later than May 1.

PRIORITY

A sibling of a student already on an approved transfer who submits his or her transfer request by May 1 shall receive first priority to transfer to that same campus.

Transfer requests received after May 1 shall be processed each day on a first-come, first-served basis, with sibling transfers received that day receiving first priority.

CHANGES IN DISTRICT
ATTENDANCE ZONES

When changes in District attendance zones are approved by the Board, students shall attend the schools specified by the new boundaries. Exceptions shall be granted as follows:

1. A student who is attending a high school at the time of a zone change may elect to continue enrollment in his or her current school provided that the student has completed one year of residency. An incoming grade 9 student shall attend the school in his or her new attendance zone.
2. An incoming student in grade 5 or 8 shall have the option of continuing enrollment in his or her current school or attending the school in his or her new attendance zone.
3. In cases where attendance zones have been redefined to accommodate the opening of new schools, school assignments shall be determined by the central administration. Intradistrict transfers may be closed to a new school.

INTRADISTRICT
TRANSFER PROGRAM

Students and their parents or legal guardians shall be notified on an annual basis of the time lines and guidelines for requesting an intradistrict transfer.

Parents shall be notified of their child's acceptance or nonacceptance no later than the first instructional day of each school year.

CRITERIA FOR
INTRADISTRICT
TRANSFERS

When requesting an intradistrict transfer, a student shall:

1. Have passed all sections of the state-mandated assessment or an alternative test;

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INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

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2. Have met the attendance goal; and
3. Not have been removed or expelled to OSS, BAC, or JJAEP.

Approval of such requests shall be based on space availability.

APPLICATION
PROCEDURES

Intradistrict transfer applications shall be issued from the first business day in April until September 15 of each year in the department of pupil services. A parent applying for a student transfer shall provide the following:

1. Proof of residence;
2. Copy of student's birth certificate;
3. Photo identification card of each person submitting the application;
4. Student's school identification number or state I.D. number; and
5. Home campus clearance form for a new or prekindergarten student from the student's zoned school.

Only one intradistrict transfer per student per school year shall be approved. A student already on an approved transfer shall not be eligible to apply for an additional transfer until the following school year.

REVOCAATION

An approved transfer shall be revoked at the end of a semester for the following reasons:

1. If the campus and respective grade level become overcrowded; or
2. If a parent or student fails to abide by the school standards for academic progress, attendance, discipline, and cooperation with school staff.

MAGNET-LEVEL
PROGRAM
TRANSFERS

Transfers to schools designated by the District to offer magnet-level programs may be requested through an application process with the only restriction being the criteria for admissions into the program. Individual schools should be contacted at the beginning of the spring semester for the application deadline. Schools shall notify a parent in writing if his or her child's application has been accepted or denied.

REVOCAATION

The District reserves the right to revoke a student's eligibility to the magnet program for failure to meet program requirements.

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LEAVING THE MAGNET-LEVEL PROGRAM	<p>If an out-of-zone student is exited from the magnet program prior to completion of the program, the following shall apply:</p> <ol style="list-style-type: none">1. If the student has completed two years of the program, the student may choose to remain at the school until graduation, provided he or she continues to meet the criteria for intradistrict transfers.2. A student with less than two years in the program shall return to the home campus at the end of the six-week grading period.3. Transportation for said program shall be denied immediately.
SUSPENSION OF TRANSFERS	<p>The Superintendent may suspend transfers to or from a particular school at any time he or she determines that transfers have a negative effect on the enrollment or programs of that school. The suspension of transfers for a particular school shall be announced at a Board meeting.</p>
TRANSPORTATION	<p>Parents shall be responsible for the transportation of transfer students not participating in a magnet-level program.</p>
UIL REQUIREMENTS	<p>A student granted a transfer shall follow UIL-defined residency requirements as outlined in the most current edition of the UIL constitution and contest rules in order to participate in UIL competition. Each transfer shall be reviewed on an individual basis to ensure consistency with UIL requirements. The District recommends that parents contact the campus principal, UIL administrator, or athletic director for clarification on UIL requirements.</p> <p>The District shall apply the UIL optional attendance area rule to magnet-level program transfers involving UIL eligibility.</p>
APPEAL	<p>A denied transfer may be appealed to the area superintendent overseeing pupil services.</p>
BULLYING	<p>Before transferring a student who has been a victim of bullying, the Board or designee including, but not limited to, the campus administrator, shall verify that the student is the victim of bullying.</p> <hr/> <p>Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.</p> <hr/>

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

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(LEGAL)

The District may develop and implement a sexual harassment policy to be included in the District improvement plan. The District shall adopt and implement a dating violence policy to be included in the District improvement plan. *Education Code 37.083, 37.0831* [See BQ]

Sexual abuse of a student by an employee, when there is a connection between the physical sexual activity and the employee's duties and obligations as a District employee, violates a student's constitutional right to bodily integrity. Sexual abuse may include fondling, sexual assault, or sexual intercourse. *U.S. Const. Amend. 14; Doe v. Taylor ISD, 15 F.3d 443 (5th Cir. 1994)*

Sexual harassment of students may constitute discrimination on the basis of sex in violation of Title IX. *20 U.S.C. 1681; 34 CFR 106.11; Franklin v. Gwinnett County Schools, 503 U.S. 60 (1992)* [See FB regarding Title IX]

DEFINITION OF
SEXUAL HARASSMENT

Sexual harassment of students is conduct that is so severe, pervasive, and objectively offensive that it can be said to deprive the victim of access to the educational opportunities or benefits provided by the school. Sexual harassment does not include simple acts of teasing and name-calling among school children, however, even when the comments target differences in gender. *Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999)*

EMPLOYEE- STUDENT
SEXUAL HARASSMENT

A District official who has authority to address alleged harassment by employees on the District's behalf shall take corrective measures to address the harassment or abuse. *Gebser v. Lago Vista ISD, 118 S.Ct. 1989 524 U.S. 274 (1998); Doe v. Taylor ISD, 15 F.3d 443 (5th Cir. 1994)*

STUDENT-STUDENT
SEXUAL HARASSMENT

The District must reasonably respond to known student-on-student harassment where the harasser is under the District's disciplinary authority. *Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999)*

Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

STATEMENT OF
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; 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 kinds of aggressive conduct such as theft or damage to property.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

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SEXUAL HARASSMENT
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and 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. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

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FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

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GENDER-BASED
HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the

STUDENT WELFARE
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	<p>student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.</p>
RETALIATION	<p>The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.</p>
EXAMPLES	<p>Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.</p>
FALSE CLAIM	<p>A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.</p>
PROHIBITED CONDUCT	<p>In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.</p>
REPORTING PROCEDURES	<p>Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, other District employee, or the appropriate District official listed in this policy.</p>
STUDENT REPORT	
EMPLOYEE REPORT	<p>Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.</p>
DEFINITION OF DISTRICT OFFICIALS	<p>For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.</p>
TITLE IX COORDINATOR	<p>Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:</p>

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Name: Leandra C. Ortiz
Position: Staff Attorney
Address: 1900 Price Road, Brownsville, TX 78521
Telephone: (956) 548-8000

ADA/
SECTION 504
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Julie A. Salinas
Position: Administrator for Dyslexia/504
Address: 1900 Price Road, Brownsville, TX 78521
Telephone: (956) 548-8000

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE
REPORTING
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

INVESTIGATION OF
THE REPORT

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall

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immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending. If not, the District official shall refer the complaint for consideration under FFI.

If an investigation is required in accordance with this policy, the District official shall also determine whether the allegations, if proven, would constitute bullying, as defined by FFI.

If appropriate, the District shall promptly take interim action calculated to address prohibited conduct or bullying during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION
PROHIBITED
CONDUCT

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

CORRECTIVE
ACTION

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where harassment has occurred, and reaffirming the District's policy against discrimination and harassment.

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BULLYING	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
IMPROPER CONDUCT	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
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.
APPEAL	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.
RECORDS RETENTION	Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).
ACCESS TO POLICY AND PROCEDURES	Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's Web site, to the extent practicable, and readily available at each campus and the District's administrative offices.

STUDENT DISCIPLINE

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STUDENT CODE OF
CONDUCT

The Board shall adopt a Student Code of Conduct for the District, with the advice of its District-level committee. The Student Code of Conduct must:

1. Specify the circumstances, consistent with Education Code Chapter 37, Subchapter A, under which a student may be removed from a classroom, campus, or disciplinary alternative education program (DAEP).
2. Specify the conditions that authorize or require a principal or other appropriate administrator to transfer a student to DAEP.
3. Outline conditions under which a student may be suspended, as provided by Education Code 37.005 [see FOB], or expelled, as provided by Education Code 37.007 [see FOD].
4. Specify that consideration will be given, as a factor in each decision concerning suspension, removal to a DAEP, expulsion, or placement in a juvenile justice alternative education program, regardless of whether the decision concerns a mandatory or discretionary action, to:
 - a. Self-defense;
 - b. Intent or lack of intent at the time the student engaged in the conduct;
 - c. A student's disciplinary history; or
 - d. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
5. Provide guidelines for setting the length of removal to a DAEP or of expulsion. Except as provided by Education Code 37.007(e) (Gun-Free Schools Act [see FOD]), the District is not required to specify a minimum term of removal or expulsion.
6. Address the notification of the parent or guardian of a student's violation of the Student Code of Conduct that results in suspension, removal to a DAEP, or expulsion.
7. Prohibit bullying, harassment, and making hit lists and ensure that District employees enforce those prohibitions.

"Bullying" has the meaning provided by Education Code 37.0832. [See FFI]

"Harassment" means threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another stu-

dent, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety.

"Hit list" means a list of people targeted to be harmed using a firearm, as defined by Penal Code 46.01(3) [see FNCG]; a knife, as defined by Penal Code 46.01(7) (any bladed hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing a person with the instrument); or any other object to be used with intent to cause bodily harm.

8. Provide, as appropriate for students at each grade level, methods, including options, for:
 - a. Managing students in the classroom and on school grounds;
 - b. Disciplining students; and
 - c. Preventing and intervening in student discipline problems, including bullying, harassment, and making hit lists.

The methods adopted must provide that a student who is enrolled in a special education program under Education Code Chapter 29, Subchapter A, may not be disciplined for bullying, harassment, or making of hit lists until an admission, review, and dismissal (ARD) committee meeting has been held to review the conduct. [See FOF]

CHANGES IN SCOC Once the Student Code of Conduct is promulgated, any change or amendment shall be approved by the Board.

POSTING The Student Code of Conduct shall be posted and prominently displayed at each school campus or made available for review at the office of the campus principal.

Education Code 37.001

NOTICE TO PARENTS Each school year, the District shall provide parents with notice of and information regarding the Student Code of Conduct. *Education Code 37.001(d)*

NONCUSTODIAL PARENT A noncustodial parent may request in writing that, for the remainder of the school year in which the request is received, the District provide that parent with a copy of any written notification that is generally provided to a student's parent or guardian, relating to student misconduct under Education Code 37.006 or 37.007. The District may not unreasonably deny the request. Notwithstanding this re-

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	<p>quirement, the District shall comply with any applicable court order of which the District has knowledge. <i>Education Code 37.0091(a)</i></p>
COPIES TO STAFF	<p>The District shall provide each teacher and administrator with a copy of Education Code Chapter 37, Subchapter A regarding student discipline and with a copy of the related local policy. <i>Education Code 37.018</i></p>
NO UNSUPERVISED SETTING	<p>Except for students who are suspended or expelled, no student may be placed in an unsupervised setting as a result of conduct for which a student may be placed in a DAEP. <i>Education Code 37.008(h)</i></p>
CONTINUATION OF DISCIPLINARY ACTION	<p>If the District takes disciplinary action against a student and the student subsequently enrolls in another district or school before the expiration of the period of disciplinary action, the district or school taking the disciplinary action shall provide to the district or school in which the student enrolls, at the same time other records of the student are provided, a copy of the order of disciplinary action.</p> <p>“Disciplinary action” means a suspension, expulsion, placement in an alternative education program, or other limitation in enrollment eligibility of a student.</p> <p>“District or school” includes an independent school district, a home-rule school district, a campus or campus program charter holder, or an open-enrollment charter school.</p> <p><i>Education Code 37.022</i></p>
OPPORTUNITY TO COMPLETE COURSES	<p>If a student is placed in in-school suspension or other alternative setting other than a DAEP, the District shall offer the student the opportunity to complete, before the beginning of the next school year, each course in which the student was enrolled at the time of removal. The District may provide the opportunity by any method available, including a correspondence course, distance learning, or summer school. <i>Education Code 37.021</i> [For DAEP notice requirements, see FOCA]</p>
SECLUSION	<p>A District employee or volunteer or an independent contractor of the District may not place a student in seclusion. <i>Education Code 37.0021(c)</i></p> <p>“Seclusion” means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:</p> <ol style="list-style-type: none">1. Is designed solely to seclude a person; and2. Contains less than 50 square feet of space. <p><i>Education Code 37.0021(b)(2)</i></p>

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This section and any rules or procedures adopted under this section apply to a peace officer only if the peace officer:

1. Is employed or commissioned by the District; or
2. Provides, as a school resource officer, a regular police presence on the District campus under a memorandum of understanding between the District and a local law enforcement agency.

Education Code 37.0021(h)

EXCEPTIONS

This prohibition on seclusion does not apply to:

1. A peace officer performing law enforcement duties; or
2. An educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of the District.

LAW
ENFORCEMENT
DUTIES

“Law enforcement duties” means activities of a peace officer relating to the investigation and enforcement of state criminal laws and other duties authorized by the Code of Criminal Procedure.

Education Code 37.0021(b)(4), (g)

RESTRAINT REPORTS

The District shall report electronically to TEA, in accordance with standards provided by Commissioner rule, information relating to the use of restraint by a peace officer performing law enforcement duties [see LAW ENFORCEMENT DUTIES, above] on school property or during a school-sponsored or school-related activity. The report must be consistent with the requirements adopted by Commissioner rule for reporting the use of restraint involving students with disabilities [see FOF]. *Education Code 37.0021(i)*

“Restraint” means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student’s body. *Education Code 37.0021(b)(1)*

VIDEOTAPES AND
RECORDINGS

A District employee may, without consent of a child’s parent, make a videotape or recording of the child if the videotape or recording is to be used only for purposes of safety, including the maintenance of order and discipline in common areas of the school or on school buses. *Education Code 26.009(b)(1)* [See FNG]

REPORTS

The District shall annually report to the Commissioner:

DISCIPLINARY
ALTERNATIVE
EDUCATION
PROGRAMS

1. For each placement in a DAEP:
 - a. Information identifying the student, including the student’s race, sex, and date of birth, that will enable TEA

STUDENT DISCIPLINE

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to compare placement data with information collected through other reports;

- b. Information indicating whether the placement was based on:
 - (1) Conduct violating the Student Code of Conduct;
 - (2) Conduct for which a student may be removed from class by a teacher [see FOA and the Student Code of Conduct];
 - (3) Conduct for which placement in a DAEP is required [see FOC and the Student Code of Conduct]; or
 - (4) Conduct occurring while a student was enrolled in another district and for which placement in a DAEP is permitted by Education Code 37.008(j);
- c. The number of full or partial days the student was assigned to the program and the number of full or partial days the student attended the program; and
- d. The number of placements that were inconsistent with the guidelines on length of placement in the Student Code of Conduct.

EXPULSIONS

- 2. For each expulsion:
 - a. Information identifying the student, including the student's race, sex, and date of birth, that will enable TEA to compare placement data with information collected through other reports;
 - b. Information indicating whether the expulsion was based on:
 - (1) Conduct for which expulsion is required, including information specifically indicating whether a student was expelled for bringing a firearm to school; or
 - (2) Conduct for which expulsion is permitted;
 - c. The number of full or partial days the student was expelled;
 - d. Information indicating whether:
 - (1) The student was placed in a juvenile justice alternative education program;
 - (2) The student was placed in a DAEP; or

- (3) The student was not placed in a juvenile justice or other DAEP; and
- e. The number of expulsions that were inconsistent with the guidelines on length of expulsion in the Student Code of Conduct.

Education Code 37.020

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GENERAL GUIDELINES A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student's age;
 - c. The frequency of misconduct;
 - d. The student's attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

STUDENT CODE OF CONDUCT At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's Web site and/or as hard copy to students, parents, teachers, administrators, and to others on request.

REVISIONS Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

'PARENT' DEFINED Throughout the Student Code of Conduct and discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

CORPORAL PUNISHMENT The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subject to other physi-

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cal force as a means of discipline for violations of the Student Code of Conduct.

PHYSICAL RESTRAINT

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
4. Control an irrational student.
5. Protect property from serious damage.

EXTRACURRICULAR
STANDARDS OF
BEHAVIOR

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property. Extracurricular behavioral standards shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

VIDEO AND AUDIO
MONITORING

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.

STUDENT DISCIPLINE

FO
(LOCAL)

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

USE OF
RECORDINGS

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

ACCESS TO
RECORDINGS

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]