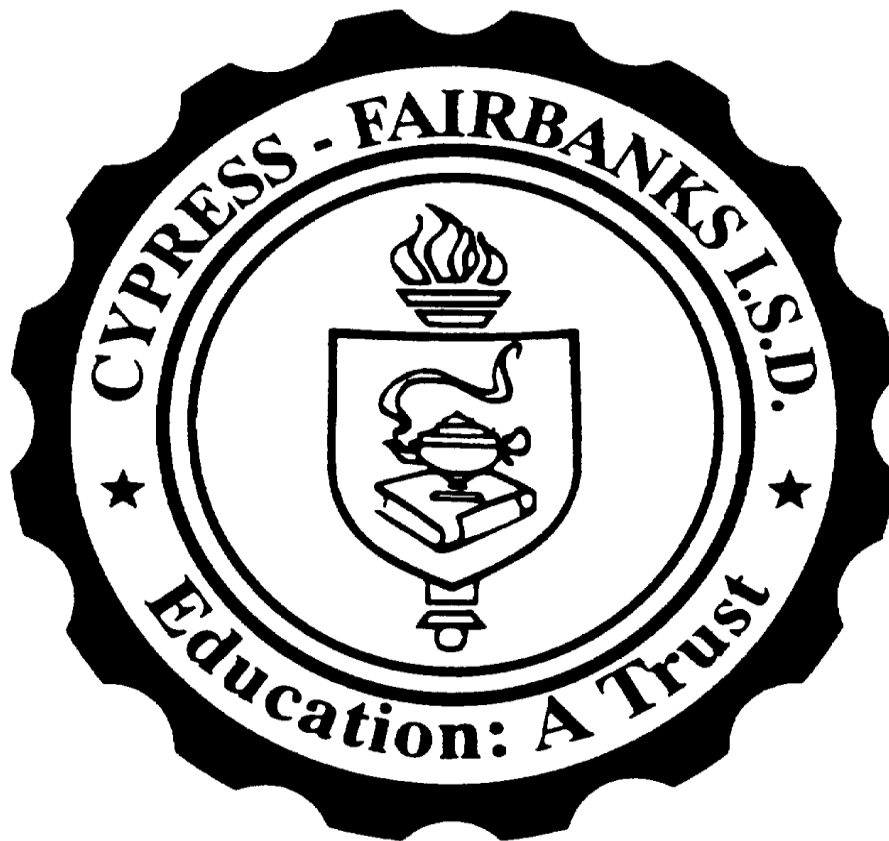


2014-2015  
**EMPLOYEE HANDBOOK**

For All Employees



Cypress-Fairbanks Independent School District

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**2014-15**

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# **I. OVERVIEW**

# Employee Acknowledgment

*(To be signed and returned to the employee's supervisor)*

I hereby acknowledge that it is my responsibility to access the Cypress-Fairbanks Independent School District Employee Handbook online. My signature below indicates that I agree to read the Handbook and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the "District Board Policies Manual – Legal and Local" and in the district's Administrative Regulations Handbook. The Employee Handbook and the Board Policies Manual can be located throughout the district in school libraries, in various supervisors' offices, and on the district's website at [www.cfisd.net](http://www.cfisd.net) under the Staff link. The Employee Handbook, Board Policies Manual, and Administrative Regulations can be found at <http://inside.cfisd.net/> under the heading "policies."

The information in this Handbook is subject to change. I understand that changes in district policies may supersede, modify or eliminate the information summarized in this Handbook. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alteration of at-will relationships are intended by this Handbook. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment with the District beyond the term of my current contract. I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I understand that I should also access <http://inside.cfisd.net/>, go to the Employee Access Center, and make the personal information changes on line. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation.

My signature on this form is acknowledgment that I agree the district may deduct any fines or fees charged to the school district incurred by me (an example may be a traffic citation received as a result of my operation of a district motor vehicle). My signature also gives consent to the district to access my Texas Education Agency certification information.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Building Assignment

\_\_\_\_\_  
Employee No.

(Supervisors are to maintain this page on file for a period of five years.)





## *Cypress-Fairbanks Independent School District*

---

*Mark Henry, Ed.D.  
Superintendent*

Dear Cypress-Fairbanks Team Member:

The 2014-2015 CFISD team includes over 15,000 employees who will provide services to the 113,000 students we expect to enroll this year. Each member of the CFISD Team plays a critical and integral role in the education of each student in our district. You are an important player in the “main thing” of CFISD, developing America’s greatest resource – our students.

The primary mission of our district is to provide each student with a world-class education and to ensure that each of our graduates has been prepared for the future of his/her choice. Cypress-Fairbanks ISD has provided, and will continue to provide, the environment and learning opportunities for all students so that, as graduates, they will possess the characteristics which will enable them to live meaningfully and successfully in society and in the workplace. Each of our graduates must be effective communicators, competent problem-solvers, self-directed learners, responsible citizens, and quality producers. Instructional rigor, care and concern for our students and a quality work environment for all employees are essential components to ensuring our success.

As the superintendent, I am privileged to work in a district that demonstrates commitment to the mission of meeting the needs of the students, the staff, and the community. The employees in this district make Cypress-Fairbanks ISD great. This year our theme is “Rigor, Relevance, Relationships” which will focus on using the talents of all of our individual staff members to make all of our students successful. I look forward to working with you during the 2014-2015 school year.

Thank you for choosing to work in CFISD. Your contributions will not go unnoticed and are certainly appreciated.

Sincerely,

A handwritten signature in black ink that reads "Mark Henry". The signature is fluid and cursive, with the first name "Mark" and last name "Henry" clearly distinguishable.

Mark Henry, Ed.D.  
Superintendent

## **Introduction**

This Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the school district; however, this Handbook should not be considered all inclusive. **Copies of Board Policies and Administrative Regulations are available in each administrative office to all personnel** and are on the CFISD website at [www.cfisd.net](http://www.cfisd.net) and at <http://inside.cfisd.net>. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by the laws of the State of Texas, rules of the State Board of Education and policies of the Cypress-Fairbanks ISD Board of Trustees. Our primary business is the education of our youth, and everything we do should be directed toward providing students with the best possible learning environment. In meeting our primary objective, all of us must comply with reasonable rules and regulations intended to make us effective employees. Thus, everyone is expected to do his/her share to create and maintain a pleasant and safe environment conducive to our educational goals. Hopefully, these policies and regulations will assist us in reaching our objective.

These policies and regulations are subject to change at the discretion of the Superintendent or his/her designee. Any adoptions, deletions, or revisions of policy take precedence over those printed in this Handbook. This Handbook will be revised annually and suggestions for the Handbook's improvement, as well as usefulness, are always welcome. Please direct suggestions to the Director of Ancillary Personnel.

|   |                              |
|---|------------------------------|
| <b>Board of Trustees<br/>and<br/>Superintendent</b> |                              |
| John Ogletree, Trustee                              | Darcy Mingoia, Trustee       |
| Bob R. Covey, Trustee                               | Kevin Hoffman, Trustee       |
| Don Ryan, President                                 | Christine Hartley, Secretary |
| Tom Jackson, Vice President                         | Mark Henry, Superintendent   |

**PHILOSOPHY OF THE  
CYPRESS-FAIRBANKS INDEPENDENT  
SCHOOL DISTRICT**

The educational goal of the Cypress-Fairbanks Independent School District is to provide an instructional program designed for the individual needs, interests and abilities of each student. This learning environment will promote the development of independent, responsible, contributing members of society. As indicators of their ability to succeed in the community, Cypress-Fairbanks students will demonstrate:

1. acquisition of empirical and technological knowledge and skills;
2. proficiency in oral and written communication skills;
3. aesthetic values;
4. responsible citizenship;
5. social and interpersonal skills; and
6. worthwhile use of leisure time for healthful living.

**OUR VISION...**

**LEAD**

Learn  
Empower  
Achieve  
Dream

**OUR MISSION...**

To maximize every student's potential through rigorous and relevant learning experiences preparing students to be 21<sup>st</sup> century global leaders.

**CYPRESS-FAIRBANKS  
DISTRICT GOALS  
2014-18**

**GOAL 1: Academic Achievement**

The district will ensure academic performance and achievement levels reflect excellence in learning and attainment of both high expectations and high standards for all students.

**GOAL 2: Safe and Healthy Environment**

The district will provide a safe, disciplined, and healthy environment conducive to student learning.

**GOAL 3: Human Capital**

The district will recruit, develop, and retain highly qualified and effective personnel reflective of our student demographics.

**GOAL 4: Leadership Development**

The district will identify and invest in the continuous development of leaders who will inspire and support others to improve student achievement.

**GOAL 5: Communications and Community Relations**

The district will foster a culture of trust by providing accurate, timely, and interactive communication to all stakeholders and by encouraging parents and the community at-large to be involved in our schools.

**GOAL 6: Financial and Operations Management**

The district will exercise fiscal responsibility to maintain financial strength and provide the financial resources for the educational program and support needs.

## **II. GENERAL INFORMATION**

## WHO CAN HELP YOU?

NOTE: All phone numbers have a 281 prefix

|  |  |          |
|--|--|----------|
| <b>Certification/Testing:</b> .....  | Amanda Davis.....                                  | 897-4099 |
| <b>District Policies/Procedures:</b> .....   | Marney Collins Sims.....                           | 807-8660 |
| <b>Employment/Interviews:</b>  |  |          |
| Admin./Professional.....   | Christina Cole.....                                | 517-2680 |
| Teacher.....   | Andrea Kuhn/Arturo Martinez/Brenda Lozano.....     | 897-4050 |
| Paraprofessional.....  | Susan Julian.....                                  | 807-8963 |
| Non-contract – Police/Security, Berry Center,<br>Maintenance, Distribution, Printing.....                          | Katherine Autry.....                               | 807-8655 |
| Non-contract – Transportation.....   | Demetrius Martin, Falcon Transportation Center ... | 517-2186 |
| Non-contract – Food Service.....   | Suzy Hunter, Food Production Center.....           | 517-4548 |
| Non-contract- Operations.....  | Bridgette Collins.....                             | 807-8946 |
| Non-contract – Community Programs/Club<br>Rewind.....  | Fernando Zambrano, Cy-Fair Annex.....              | 807-8681 |
| <b>Grievances:</b>   |  |          |
| Student.....   | Ify Ogwumike.....                                  | 897-4060 |
| Personnel.....   | Chairita Franklin.....                             | 897-4075 |
| <b>Insurance:</b>  |  |          |
| Professional/Paraprofessional (Employees A-K) ....   | Insurance Department.....                          | 897-4138 |
| Professional/Paraprofessional (Employees L-Z).....   | Insurance Department.....                          | 897-4339 |
| Property and Casualty Losses.....  | Insurance Department.....                          | 897-4747 |
| Annuities.....   | Payroll Department.....                            | 897-4092 |
| COBRA.....   | Insurance Department.....                          | 897-4138 |
| Worker’s Compensation.....   | Insurance Department.....                          | 897-4135 |
| <b>Leaves of Absence:</b>  |  |          |
| Professional, Paraprofessional and Hourly<br>Employee Personal & Sick Leave (FML and<br>Temporary Disability)..... | Laura Harman.....                                  | 897-4099 |
| Bereavement.....   | Laura Harman.....                                  | 897-4030 |
| Professional/Military.....   | Laura Harman.....                                  | 897-4030 |
| <b>Media/Communications:</b> .....   | Nicole Devautour-Ray.....                          | 807-8939 |
| <b>Personnel File:</b>   |  |          |
| Professional.....  | Christina Cole.....                                | 517-2680 |
| Professional.....  | Jill Smith.....                                    | 517-2679 |
| Paraprofessional/Non-Contract Hourly.....  | Janet K. Price.....                                | 897-4033 |
| <b>Professional Development:</b>   |  |          |
| Professional.....  | Glenda Horner.....                                 | 897-4069 |
| Paraprofessional.....  | Janet K. Price.....                                | 897-4034 |
| .....  | .....  | 897-4141 |
| <b>Professional Library:</b> .....   |  |          |
| <b>Resignations/Separations:</b> .....   |  |          |
| Contract – Professional.....   | Chairita Franklin.....                             | 897-4075 |
| Paraprofessional/Non-Contract Hourly.....  | Janet K. Price.....                                | 897-4033 |
| <b>Salary/Contracts:</b>   |  |          |
| Professional.....  | Laura Harman.....                                  | 897-4099 |
| Paraprofessional/Non-Contract Hourly.....  | Janet K. Price.....                                | 897-4033 |
| Payroll.....   | Mark Flores.....                                   | 897-4092 |
| <b>Service Records:</b>  |  |          |
| Professional.....  | Laura Harman.....                                  | 897-4099 |
| Paraprofessional/Non-Contract.....   | Janet K. Price.....                                | 897-4033 |
| <b>Substitute Office:</b> .....  | Stefanie Bates.....                                | 897-4097 |
| <b>Texas Teacher Retirement:</b> .....   | Chairita Franklin.....                             | 897-4075 |
| <b>Transfer Procedures:</b>  |  |          |
| Professional.....  | Christina Cole.....                                | 517-2680 |
| Professional.....  | Jill Smith.....                                    | 517-2679 |
| Paraprofessional.....  | Janet K. Price.....                                | 897-4033 |
| Student Campus.....  | Dave Schrandt.....                                 | 897-3879 |

## **DISTRICT EMERGENCY PROCEDURES**

Should road and/or weather conditions be such that school operations are threatened, the following procedures shall be followed:

- ◆ Between 3:30-5:00 a.m., district personnel drive all areas of the district to evaluate road and bridge conditions.
- ◆ The district consults with the Emergency Management Service and monitors forecasts from the National Weather Bureau and local radio and television stations.
- ◆ Transportation employees monitor road conditions and a report is given to the superintendent.
- ◆ Superintendent confers with superintendents of surrounding school districts. After evaluating all information, the superintendent makes a decision by 5:30 a.m.
- ◆ Automated calls will be placed to student and employee home phone numbers beginning at 6:00 a.m. using the district's Emergency Notification System (ENS) if conditions warrant the closing of schools. Local television and radio stations will also be notified by 6:00 a.m.

**Information is also posted on the district website [www.cfishd.net](http://www.cfishd.net),  
and Comcast cable channel 16 (CFTV)**

### **Television:**

Channels 2, 11, 13, 26, 39, 45, 47

### **Radio Stations:**

FM 89.3 (KSBJ), FM 92 (KROI), FM 100.3 (KILT), FM 102.9 (KLTN)  
AM 740 (KTRH), AM 1010 (KLAT)

Employees are encouraged to monitor these TV and radio stations.

## **POLICE DEPARTMENT/SECURITY**

11200 Telge Road  
Cypress, TX 77429

(281) 897-4337 (administrative, non-emergency, and alarm system assistance)

**For an in-progress police emergency – 832-237-CFPD (832-237-2373)**

## OFFICE LOCATIONS

|  |                |  |
|--|----------------|--|
| <b>Berry Educational Support Center</b>                        |                |  |
| 8877 Barker Cypress.....                                       | (281) 894-3900 |  |
| <b>Cy-Fair Annex – Community Programs</b>                      |                |  |
| 22602 Northwest Freeway, Ste. 1, Cypress, TX 77429             | (281) 807-8900 |  |
| <b>Early Learning Center I</b>                                 |                |  |
| 11711 Falcon Rd., Houston 77064 .....                          | (281) 517-2824 |  |
| <b>Early Learning Center II</b>                                |                |  |
| 13935 Smokey Trail, Houston 77041 .....                        | (713) 849-8220 |  |
| <b>Early Learning Center Barker Cypress</b>                    |                |  |
| 17544-B Liner Lane, Houston, TX 77095 .....                    | (281) 856-1072 |  |
| <b>Early Learning Center Eldridge</b>                          |                |  |
| 7600 North Eldridge Parkway, Houston, TX 77041.                | (281) 807-8028 |  |
| <b>Early Learning Center Falcon</b>                            |                |  |
| 11430 Falcon Road, Houston, TX 77064 .....                     | (281) 517-2880 |  |
| <b>Early Learning Center Telge</b>                             |                |  |
| 11010 Telge Road, Cypress, TX 77429.....                       | (281)-897-4592 |  |
| <b>Food Production Center</b>                                  |                |  |
| 11355 Perry Road, Houston 77064 .....                          | (281) 897-4535 |  |
| <b>Food Service Warehouse Annex</b>                            |                |  |
| 6355 Clara, Houston 77040 .....                                | (713) 849-8205 |  |
| <b>Instructional Support Center</b>                            |                |  |
| 10300 Jones Road, Houston 77065 .....                          | (281) 897-4000 |  |
| <b>Janie Scott Printing Center</b>                             |                |  |
| 12510 Windfern Road, Houston 77064 .....                       | (281) 897-4134 |  |
| <b>Maintenance &amp; Operations Center</b>                     |                |  |
| 11430 Perry Road, Houston 77064 .....                          | (281) 897-4290 |  |
| <b>Records &amp; Repair Center</b>                             |                |  |
| 11330 Falcon Road, Houston 77064 .....                         | (281) 807-8140 |  |
| <b>Science Resource Center</b>                                 |                |  |
| 11206 Telge Road, Cypress 77429 .....                          | (281) 897-4004 |  |
| <b>Tax Office</b>  |                |  |
| 10494 Jones Road, Ste. 106 Houston 77065 .....                 | (281) 897-4014 |  |
| <b>Transportation Centers:</b>                                 |                |  |
| <b>Barker Cypress Transportation</b>                           |                |  |
| 17522 Liner Lane, Houston 77095 .....                          | (281) 463-5978 |  |
| <b>Falcon Transportation</b>                                   |                |  |
| 11430 Falcon Road, Houston 77064.....                          | (281) 897-4380 |  |
| <b>Telge Transportation</b>                                    |                |  |
| 11010 Telge Road, Houston 77040 .....                          | (281) 897-4565 |  |
| <b>Eldridge Transportation</b>                                 |                |  |
| 7600 North Eldridge, Houston 77041.....                        | (281) 955-4935 |  |
| <b>Windfern Administrative Annex &amp; Distribution Center</b> |                |  |
| 12510 Windfern Road, Houston 77064 .....                       | (281) 897-4150 |  |



**WORK SCHEDULES**  
**DISTRICT ADMINISTRATION**

Full time employees are generally expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as central office administrators, directors, coordinators, supervisors, and special education support staff are expected to report for duty for at least eight hours each day, excluding a lunch break. Paraprofessional support staff (non-exempt personnel in accordance with the Fair Labor Standards Act) are expected to report for duty for eight hours each day, excluding a non-paid lunch break.

**CAMPUS ADMINISTRATION**

Full time employees are generally expected to work eight-hour duty days. Professional campus staff (exempt personnel in accordance with the Fair Labor Standards Act) such as campus principals, associate principals, assistant principals, directors of instruction, counselors, campus athletic coordinators, and diagnosticians are expected to report for duty for at least eight hours each day excluding a 30-minute lunch break. Campus administration schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed are scheduled for a minimum eight-hour duty day. Non-instructional paraprofessional support staff (non-exempt personnel in accordance with the Fair Labor Standards Act) such as secretaries and technical assistants are expected to report for duty for eight hours each day, excluding a 30-minute non-paid lunch break.

**TEACHERS AND CAMPUS INSTRUCTIONAL SUPPORT PERSONNEL**

Full time employees are generally expected to work eight-hour duty days. Professional campus staff (exempt personnel in accordance with the Fair Labor Standards Act) such as teachers, nurses, media specialists, and athletic trainers are expected to report for duty for at least eight hours each day including a 30-minute lunch break. For specific campus duty hours, refer to the following listing of schools. “Teacher hours” are the minimum hours that teachers are expected to be on duty and available at school, both to teach and so that parents and students can have access to them. As professional employees exempt from the overtime provisions of the Fair Labor Standards Act, teachers do not work specific “hours,” and may be expected to perform work outside the normal “teacher hours” as necessary. Instructional paraprofessional support staff (non-exempt personnel in accordance with the Fair Labor Standards Act) such as clinic assistants and instructional aides are expected to report for duty for eight hours each day, which includes a 30-minute non-paid lunch break.

**SENIOR HIGH SCHOOLS**

**Cypress Creek High School**  
9815 Grant Road  
Houston, Texas 77070  
**281-897-4200**  
Ms. Sandra Trujillo, Principal  
**Student Hours: 7:25 a.m. - 2:30 p.m.**  
**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

**Cy-Fair High School**  
22602 Hempstead Highway  
Cypress, Texas 77429  
**281-897-4600**  
Mr. Michael Smith, Principal  
**Student Hours: 7:25 a.m. - 2:30 p.m.**  
**Teacher Hours: 7:15 a.m. - 3:15 p.m.**

## SENIOR HIGH SCHOOLS, continued

### **Cypress Falls High School**

9811 Huffmeister

Houston, Texas 77095

**281-856-1000**

Ms. Becky Denton, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Cypress Lakes High School**

5750 Greenhouse Road

Katy, TX 77449

**281-856-3800**

Ms. Sarah Harty, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:15 a.m. - 3:15 p.m.**

### **Cypress Ranch High School**

10700 Fry Road

Cypress, TX 77433

**281-373-2300**

Mr. Robert Hull, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:15 a.m. - 3:15 p.m.**

### **Cypress Ridge High School**

7900 N. Eldridge Pkwy.

Houston, Texas 77041

**281-807-8000**

Ms. Stephanie Meshell, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:15 a.m. - 3:15 p.m.**

### **Cypress Springs High School**

7909 Fry Road

Cypress, Texas 77433

**281-345-3000**

Mr. Travis Fanning, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Cypress Woods High School**

16825 Spring Cypress Road

Cypress, TX 77429

**281-213-1727**

Mr. Garold Kinninger, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Jersey Village High School**

7600 Solomon Street

Houston, Texas 77040

**713-896-3400**

Mr. Ralph Funk, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Langham Creek High School**

17610 FM 529

Houston, Texas 77095

**281-463-5400**

Mr. David Hughes, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:05 a.m. - 3:05 p.m.**

## MIDDLE SCHOOLS

### **Anthony Middle School**

10215 Greenhouse Road

Cypress, Texas 77433

**281-373-5660**

Ms. Sherma Duck, Principal

**Student Hours: 7:30 - 2:30 p.m.**

**Teacher Hours: 7:10 - 3:10 p.m.**

### **Aragon Middle School**

16823 West Road

Houston, Texas 77095

**281-856-5100**

Ms. Maria Mamaux, Principal

**Student Hours: 8:15 a.m. - 3:15 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Arnold Middle School**

11111 Telge Road

Cypress, Texas 77429

**281-897-4700**

Ms. Vicki Snokhous, Principal

**Student Hours: 8:15 a.m. - 3:15 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Bleyl Middle School**

10800 Mills Road

Houston, Texas 77070

**281-897-4340**

Ms. Stacia Carew, Principal

**Student Hours: 7:30 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

## MIDDLE SCHOOLS, continued

### **Campbell Middle School**

11415 Bobcat Road  
Houston, Texas 77064

**281-897-4300**

Ms. Cheryl Henry, Principal

**Student Hours: 8:15 a.m. - 3:15 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Cook Middle School**

9111 Wheatland  
Houston, Texas 77064

**281-897-4400**

Ms. Maggie Wiley, Principal

**Student Hours: 7:30 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Dean Middle School**

14104 Reo Street  
Houston, Texas 77040

**713-460-6153**

Mr. Christopher Hecker, Principal

**Student Hours: 7:30 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Goodson Middle School**

17333 Huffmeister  
Houston, Texas 77429

**281-373-2350**

Ms. Sheri McCaig, Principal

**Student Hours: 7:30 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Hamilton Middle School**

12330 Kluge Road  
Cypress, Texas 77429

**281-320-7000**

Ms. Kim Sempe, Principal

**Student Hours: 8:15 a.m. - 3:15 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Hopper Middle School**

7811 Fry Road  
Cypress, TX 77433

**281-463-5353**

Ms. Wendi Witthaus, Principal

**Student Hours: 8:15 a.m. - 3:15 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Kahla Middle School**

16212 West Little York  
Houston, TX 77084

**281-345-3260**

Ms. Ana Martin, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Labay Middle School**

15435 Willow River  
Houston, Texas 77095

**281-463-5800**

Ms. Patty Mooney, Principal

**Student Hours: 8:05 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Salyards Middle School**

21757 Fairfield Place  
Cypress, TX 77433

**281-373-2400**

Ms. Elizabeth Wood, Principal

**Student Hours: 7:30 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Smith Middle School**

19325 Cypress North Houston  
Cypress, TX 77433

**281-213-1010**

Ms. Susan Higgins, Principal

**Student Hours: 8:15 a.m. - 3:15 p.m.**

**Teacher Hours: 7:25 a.m. - 3:25 p.m.**

### **Spillane Middle School**

17500 Jarvis Road  
Cypress, TX 77429

**281-213-1645**

Mr. Mike Maness, Principal

**Student Hours: 8:15 a.m. - 3:15 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Thornton Middle School**

19802 Keith Harrow Boulevard  
Katy, Texas 77449

**281-856-1500**

Ms. Laura Perry, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

## MIDDLE SCHOOLS, continued

### **Truitt Middle School**

6600 Addicks Satsuma Road  
Houston, Texas 77084

**281-856-1100**

Ms. Teresa Baranowski, Principal

**Student Hours: 7:30 a.m. - 2:30 p.m.**

**Teacher Hours: 7:15 a.m. - 3:15 p.m.**

### **Watkins Middle School**

4800 Cairnvillage  
Houston, Texas 77084

**281-463-5850**

Mr. Jose Martinez, Principal

**Student Hours: 8:15 a.m. - 3:15 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

## SPECIAL ASSIGNMENT CAMPUSES

### **Adaptive Behavior Center**

12508 Windfern Road  
Houston, Texas 77064

**281-897-4174**

Ms. Maybelline Carpenter, Director

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Carlton Pre-Vocational Center**

16825 Spring Cypress Road  
Cypress, Texas 77429

**281-213-1950**

Ms. Rhonda Turns, Director

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Alternative Learning Center - East**

12508 Windfern Road  
Houston, Texas 77064

**281-897-4171**

Ms. Laurie Snyder, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

### **Windfern High School**

12630 Windfern Road  
Houston, Texas 77064

**281-807-8684**

Ms. Martha Strother, Principal

**Student Hours: 8:10 a.m. - 2:30 p.m.**

**Teacher Hours: 7:15 a.m. - 3:15 p.m.**

### **Alternative Learning Center - West**

19350 Rebel Yell  
Katy, TX 77449

**281-855-4310**

Stacie Wicke, Principal

**Student Hours: 7:25 a.m. - 2:30 p.m.**

**Teacher Hours: 7:10 a.m. - 3:10 p.m.**

## ELEMENTARY SCHOOLS

### **Adam Elementary School**

11303 Honeygrove  
Houston, Texas 77065

**281-897-4485**

Ms. Elizabeth May, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Andre Elementary School**

8111 Fry Road  
Cypress, TX 77433

**281-463-5500**

Ms. Marilyn Fredell, Principal

**Student Hours: 8:45 - 3:45**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

## ELEMENTARY SCHOOLS, continued

### **Ault Elementary School**

21010 Maple Village Drive  
Cypress, Texas 77429

**281-373-2800**

Ms. Jeffrey LaCoke, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Bane Elementary School**

5805 Kaiser  
Houston, Tx 77040

**713-460-6140**

Ms. Virginia Marez, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:05 a.m. - 4:05 p.m.**

### **Bang Elementary School**

8900 Rio Grande  
Houston, Texas 77064

**281-897-4760**

Ms. Erwann Wilson, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Birkes Elementary School**

8500 Queenston Boulevard  
Houston, Texas 77095

**281/345-3300**

Ms. Carla Brosnahan, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Black Elementary School**

14155 Grant Road  
Cypress, Texas 77429

**281-320-7145**

Ms. Melissa LeDoux, Principal

**Student Hours: 8:50 a.m. - 3:50 p.m.**

**Teacher Hours: 8:10 a.m. - 4:10 p.m.**

### **Copeland Elementary School**

18018 Forest Heights Drive  
Houston, Texas 77095

**281-856-1400**

Ms. Michelle Rice, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Danish Elementary School**

11850 Fallbrook  
Houston, TX 77065

**281-955-4981**

Ms. Kelly Dalton, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Duryea Elementary School**

20150 Arbor Creek Drive  
Katy, Texas 77449

**281-856-5174**

Ms. Kenneth Henry, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Emery Elementary School**

19636 Plantation Myrtles Drive  
Katy, TX 77449

**281-855-9080**

Ms. Michelle Merricks, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Emmott Elementary School**

11750 Steepleway Boulevard  
Houston, Texas 77065

**281-897-4500**

Ms. Jessica Hernandez, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Farney Elementary School**

14425 Barker Cypress  
Cypress, Texas 77429

**281-373-2850**

Ms. Patricia Reilly, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Fiest Elementary School**

8425 Pine Falls  
Houston, Texas 77095

**281-463-5838**

Jeanette Gerault, Principal

**Student Hours: 8:50 a.m. - 3:50 p.m.**

**Teacher Hours: 8:05 a.m. - 4:05 p.m.**

## ELEMENTARY SCHOOLS, continued

### **Francone Elementary School**

11250 Perry Road  
Houston, Texas 77064

**281-897-4512**

Ms. Christine Melancon, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:05 a.m. - 4:05 p.m.**

### **Frazier Elementary School**

8300 Little River Road  
Houston, Texas 77064

**713-896-3475**

Ms. Gloria Vasquez, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:10 a.m. - 4:10 p.m.**

### **Gleason Elementary School**

9203 Willowbridge Park Blvd.  
Houston, TX 77064

**281-517-6800**

Ms. Melody Goffney, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Hairgrove Elementary School**

7120 N. Eldridge Parkway  
Houston, Texas 77041

**713-896-5015**

Ms. Darynda Klein, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Hamilton Elementary School**

12050 Kluge Road  
Cypress, Texas 77429

**281-370-0990**

Ms. Joni Conn, Principal

**Student Hours: 8:50 a.m. - 3:50 p.m.**

**Teacher Hours: 8:10 a.m. - 4:10 p.m.**

### **Hancock Elementary School**

13801 Schroeder Road  
Houston, Texas 77070

**281-897-4523**

Nancy Rogers, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Hemmenway Elementary School**

20400 West Little York  
Katy, TX 77449

**281-856-9870**

Ms. Jae Simpson-Butler, Principal

**Student Hours: 8:50 a.m. - 3:50 p.m.**

**Teacher Hours: 8:10 a.m. - 4:10 p.m.**

### **Holbrook Elementary School**

6402 Langfield Road  
Houston, Texas 77092

**713-460-6151**

Ms. Yvette Garcia, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:40 a.m. - 3:40 p.m.**

### **Holmsley Elementary School**

7315 Hudson Oak Drive  
Houston, TX 77095

**281-463-5885**

Ms. Ana Diaz, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Horne Elementary School**

14950 W. Little York Road  
Houston, Texas 77084

**281-463-5954**

Stephanie Thomas, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Jowell Elementary School**

6355 Greenhouse Road  
Katy, Texas 77449

**281-463-5966**

Ms. Julie Manuel, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:05 a.m. - 4:05 p.m.**

### **Keith Elementary School**

20550 Fairfield Green  
Cypress, Texas 77429

**281-213-1744**

Ms. Cheryl Fisher, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Kirk Elementary School**

12421 Tanner Road  
Houston, TX 77041

**713-849-8250**

Ms. Onica Mayers, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Lamkin Elementary School**

11521 Telge Road  
Houston, Texas 77070

**281-897-4450**

Ms. Gale Parker, Principal

**Student Hours: 8:50 a.m. - 3:50 p.m.**

**Teacher Hours: 8:05 a.m. - 4:05 p.m.**

## ELEMENTARY SCHOOLS, continued

### Lee Elementary School

12900 West Little York  
Houston, TX 77084

**713-849-8281**

Ms. Tonya Goree, Principal

**Student Hours: 8:45 a.m. – 3:45 p.m.**

**Teacher Hours: 8:00 a.m. – 4:00 p.m.**

### Lieder Elementary School

17003 Keith Harrow Boulevard  
Houston, Texas 77084

**281-463-5928**

Ms. Karen Stockton, Principal

**Student Hours: 8:45 a.m. – 3:45 p.m.**

**Teacher Hours: 8:00 a.m. – 4:00 p.m.**

### Lowery Elementary School

15950 Ridge Park  
Houston, Texas 77095

**281-463-5900**

Ms. Brenda Trial, Principal

**Student Hours: 8:15 a.m. – 3:15 p.m.**

**Teacher Hours: 7:30 a.m. – 3:30 p.m.**

### Matzke Elementary School

13102 Jones Road  
Houston, Texas 77070

**281-897-4450**

Ms. Cathy Jacobs, Principal

**Student Hours: 8:45 a.m. – 3:45 p.m.**

**Teacher Hours: 8:05 a.m. – 4:05 p.m.**

### McFee Elementary School

19315 Plantation Cove Lane  
Katy, TX 77449

**281-463-5380**

Ms. Donna Teel Harden, Principal

**Student Hours: 8:50 a.m. – 3:50 p.m.**

**Teacher Hours: 8:05 a.m. – 4:05 p.m.**

### Metcalf Elementary School

6100 Queenston  
Houston, Texas 77084

**281-856-1152**

Mr. John Steward, Principal

**Student Hours: 8:10 a.m. – 3:10 p.m.**

**Teacher Hours: 7:30 a.m. – 3:30 p.m.**

### Millsap Elementary School

12424 Huffmeister  
Cypress, Texas 77429

**281-897-4470**

Ms. Jodi Matteson, Principal

**Student Hours: 8:50 a.m. – 3:50 p.m.**

**Teacher Hours: 8:05 a.m. – 4:05 p.m.**

### Moore Elementary School

13734 Lakewood Forest Drive  
Houston, Texas 77070

**281-370-4040**

Ms. Jana Needham, Principal

**Student Hours: 8:10 a.m. – 3:10 p.m.**

**Teacher Hours: 7:30 a.m. – 3:30 p.m.**

### Owens Elementary School

7939 Jack Rabbit Road  
Houston, Texas 77095

**281-463-5915**

Ms. Laura Barrett, Principal

**Student Hours: 8:45 a.m. – 3:45 p.m.**

**Teacher Hours: 8:00 a.m. – 4:00 p.m.**

### Pope Elementary School

19019 North Bridgeland Lake Parkway  
Cypress, TX 77433

**281-373-2340**

Ms. Rebecca Koop, Principal

**Student Hours: 8:45 a.m. – 3:45 p.m.**

**Teacher Hours: 8:05 a.m. – 4:05 p.m.**

### Post Elementary School

7600 Equador  
Houston, Texas 77040

**713-896-3488**

Ms. Missy Kilday, Principal

**Student Hours: 8:15 a.m. – 3:15 p.m.**

**Teacher Hours: 7:30 a.m. – 3:30 p.m.**

### Postma Elementary School

18425 West Road  
Houston, Texas 77095

**281-34503660**

Ms. Kim Freed, Principal

**Student Hours: 8:45 a.m. – 3:45 p.m.**

**Teacher Hours: 8:00 a.m. – 4:00 p.m.**

### Reed Elementary School

8700 Tami Renee Lane  
Houston, Texas 77040

**713-896-5035**

Ms. Kandy Bond, Principal

**Student Hours: 8:10 a.m. – 3:10 p.m.**

**Teacher Hours: 7:30 a.m. – 3:30 p.m.**

### Rennell Elementary School

19500 Tuckerton Boulevard  
Cypress, TX 77433

**281-213-1550**

Ms. Leslie Thomas, Principal

**Student Hours: 8:50 a.m. – 3:50 p.m.**

**Teacher Hours: 8:10 a.m. – 4:10 p.m.**

## ELEMENTARY SCHOOLS, continued

### **Robinson Elementary School**

4321 Westfield Village Drive

Katy, TX 77449

**281-855-1240**

Ms. Irene Ruiz, Principal

**Student Hours: 8:50 a.m. – 3:50 p.m.**

**Teacher Hours: 8:00 a.m. – 4:00 p.m.**

### **Robison Elementary School**

13600 Skinner Road

Cypress, Texas 77429

**281-213-1700**

Ms. Kelly Gerletti, Principal

**Student Hours: 8:50 a.m. – 3:50 p.m.**

**Teacher Hours: 8:05 a.m. – 4:05 p.m.**

### **Sampson Elementary School**

16002 Coles Crossing Drive

Cypress, Texas 77429

**281-213-1600**

Ms. Heather Motzny, Principal

**Student Hours: 8:10 a.m. – 3:10 p.m.**

**Teacher Hours: 7:30 a.m. – 3:30 p.m.**

### **Sheridan Elementary School**

19790 Keith Harrow Boulevard

Katy, Texas 77449

**281-856-1420**

Ms. Gina Guidry, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:35 a.m. - 3:35 p.m.**

### **Swenke Elementary School**

22400 Fairfield Place Drive

Cypress, TX 77433

**281-213-1200**

Ms. Elizabeth Miller, Principal

**Student Hours: 8:15 a.m. – 3:15 p.m.**

**Teacher Hours: 7:35 a.m. – 3:35 p.m.**

### **Tipps Elementary School**

5611 Queenston Boulevard

Houston, Texas 77084

**281-345-3350**

Ms. Keri Hough, Principal

**Student Hours: 8:45 a.m. – 3:45 p.m.**

**Teacher Hours: 8:00 a.m. – 4:00 p.m.**

### **Walker Elementary School**

6424 Settlers Village

Katy, Texas 77449

**281-345-3200**

Ms. Melissa Ehrhardt, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. – 3:30 p.m.**

### **Warner Elementary School**

19545 Cypress North Houston

Cypress, TX 77433

**281-213-1650**

Ms. Schonda Kidd, Principal

**Student Hours: 8:45 a.m. – 3:45 p.m.**

**Teacher Hours: 8:05 a.m. – 4:05 p.m.**

### **Willbern Elementary School**

10811 Goodspring Drive

Houston, Texas 77064

**281-897-3820**

Dr. Carrie Marz, Principal

**Student Hours: 8:10 a.m. - 3:10 p.m.**

**Teacher Hours: 7:30 a.m. - 3:30 p.m.**

### **Wilson Elementary School**

18015 Keith Harrow Boulevard

Houston, Texas 77084

**281-463-5941**

Ms. Pam Link, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

**Teacher Hours: 8:00 a.m. - 4:00 p.m.**

### **Yeager Elementary School**

13615 Champion Forest Drive

Houston, Texas 77069

**281-440-4914**

Ms. Susan Brenz, Principal

**Student Hours: 8:45 a.m. - 3:45 p.m.**

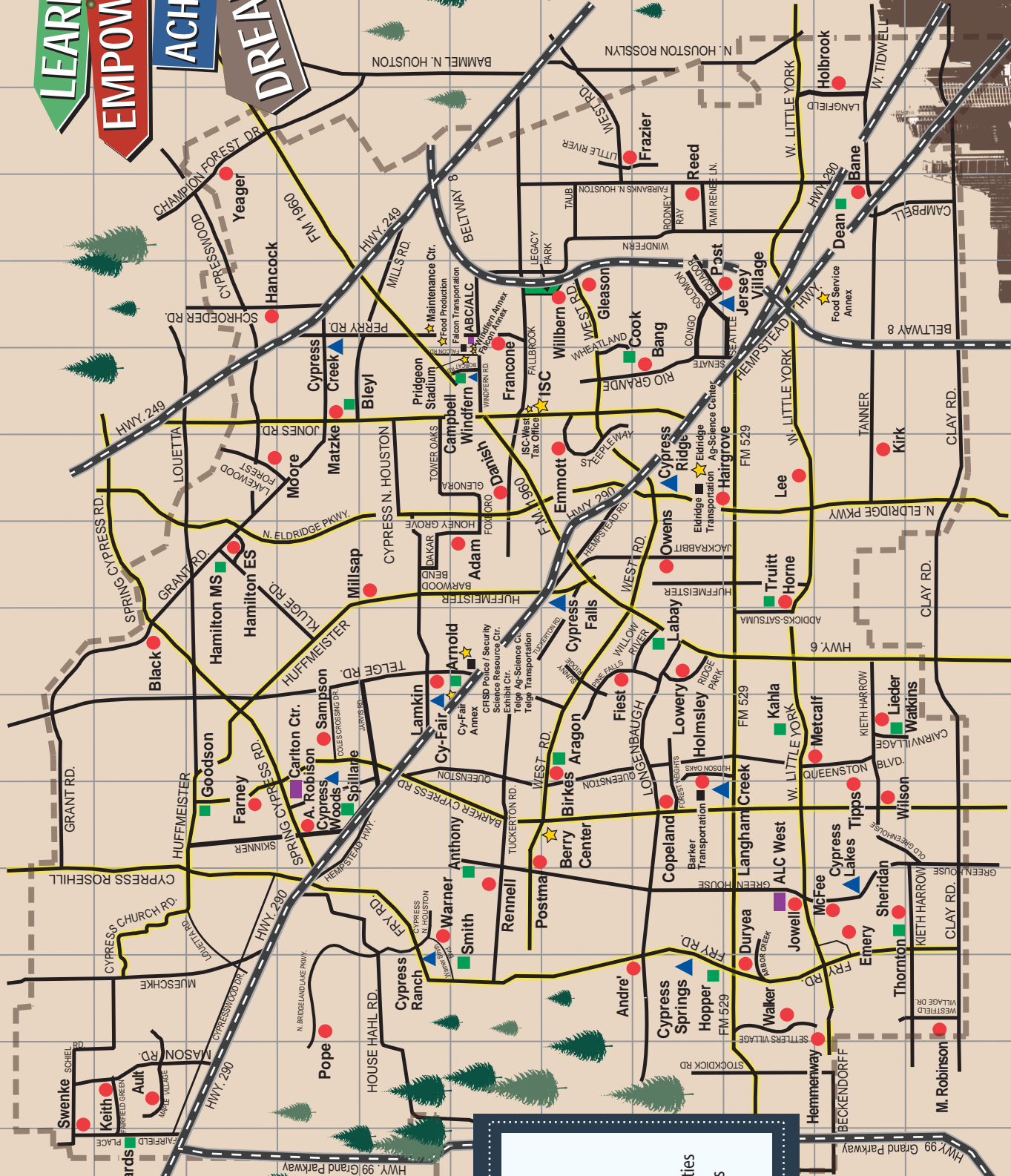
**Teacher Hours: 8:00 a.m. - 4:00 p.m.**



**LEARN**  
**EMPOWER**  
**ACHIEVE**  
**DREAM**

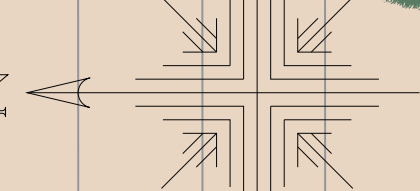
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A B C D E F G H I J K



**LEGEND**

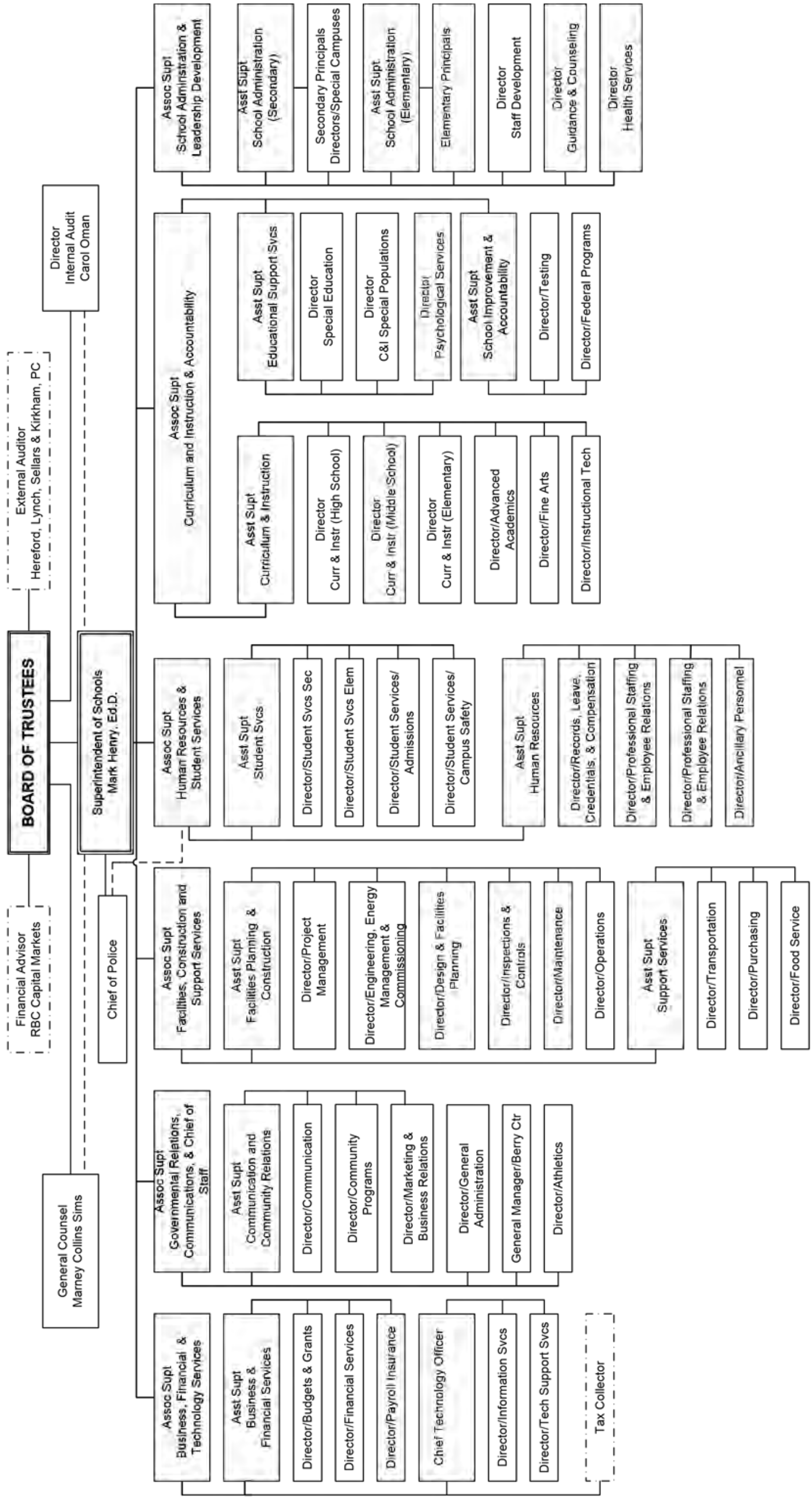
- Elementary Schools
- Middle Schools
- ▲ High Schools
- ★ District Facilities
- Special Program Facilities
- Transportation Centers
- District Boundary





# CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

## Organization by Departments





## 2014-2015 School District Calendar

2014

| July |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    | 1  | 2  | 3  | 4  | 5  |
| 6    | 7  | 8  | 9  | 10 | 11 | 12 |
| 13   | 14 | 15 | 16 | 17 | 18 | 19 |
| 20   | 21 | 22 | 23 | 24 | 25 | 26 |
| 27   | 28 | 29 | 30 | 31 |    |    |

| August |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| S      | M  | T  | W  | T  | F  | S  |
|        |    |    |    |    | 1  | 2  |
| 3      | 4  | 5  | 6  | 7  | 8  | 9  |
| 10     | 11 | 12 | 13 | 14 | 15 | 16 |
| 17     | 18 | 19 | 20 | 21 | 22 | 23 |
| 24     | 25 | 26 | 27 | 28 | 29 | 30 |
| 31     |    |    |    |    |    |    |

| September |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 |    |    |    |    |

| October |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    | 1  | 2  | 3  | 4  |
| 5       | 6  | 7  | 8  | 9  | 10 | 11 |
| 12      | 13 | 14 | 15 | 16 | 17 | 18 |
| 19      | 20 | 21 | 22 | 23 | 24 | 25 |
| 26      | 27 | 28 | 29 | 30 | 31 |    |

| November |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    |    | 1  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 |
| 23       | 24 | 25 | 26 | 27 | 28 | 29 |
| 30       |    |    |    |    |    |    |

| December |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          | 1  | 2  | 3  | 4  | 5  | 6  |
| 7        | 8  | 9  | 10 | 11 | 12 | 13 |
| 14       | 15 | 16 | 17 | 18 | 19 | 20 |
| 21       | 22 | 23 | 24 | 25 | 26 | 27 |
| 28       | 29 | 30 | 31 |    |    |    |

2015

| January |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    |    | 1  | 2  | 3  |
| 4       | 5  | 6  | 7  | 8  | 9  | 10 |
| 11      | 12 | 13 | 14 | 15 | 16 | 17 |
| 18      | 19 | 20 | 21 | 22 | 23 | 24 |
| 25      | 26 | 27 | 28 | 29 | 30 | 31 |

| February |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
| 1        | 2  | 3  | 4  | 5  | 6  | 7  |
| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |

| March |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
| 1     | 2  | 3  | 4  | 5  | 6  | 7  |
| 8     | 9  | 10 | 11 | 12 | 13 | 14 |
| 15    | 16 | 17 | 18 | 19 | 20 | 21 |
| 22    | 23 | 24 | 25 | 26 | 27 | 28 |
| 29    | 30 | 31 |    |    |    |    |

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    | 1  | 2  | 3  | 4  |
| 5     | 6  | 7  | 8  | 9  | 10 | 11 |
| 12    | 13 | 14 | 15 | 16 | 17 | 18 |
| 19    | 20 | 21 | 22 | 23 | 24 | 25 |
| 26    | 27 | 28 | 29 | 30 |    |    |

| May |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
|     |    |    |    |    | 1  | 2  |
| 3   | 4  | 5  | 6  | 7  | 8  | 9  |
| 10  | 11 | 12 | 13 | 14 | 15 | 16 |
| 17  | 18 | 19 | 20 | 21 | 22 | 23 |
| 24  | 25 | 26 | 27 | 28 | 29 | 30 |
| 31  |    |    |    |    |    |    |

| June |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      | 1  | 2  | 3  | 4  | 5  | 6  |
| 7    | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 |    |    |    |    |

### Important Dates

- Aug. 13-14.....New Staff Orientation
- Aug. 15, 18-22.....Professional Days
- Aug. 25.....1st Day of School
- Sept. 1.....Student/Staff Holiday
- Oct. 13.....Professional Day / Elem. Parent Conferences
- Nov. 24-28.....Student/Staff Holidays
- Dec. 22-26, 29-31.....Student/Staff Holidays
- Jan. 1-2.....Student/Staff Holidays
- Jan. 5.....Professional Day
- Jan. 19.....Student/Staff Holiday
- Feb. 16.....Professional Day / Inclement Weather Day
- March 9-13.....Student/Staff Holidays
- April 3.....Student/Staff Holiday
- May 25.....Student/Staff Holiday
- June 4.....Last Day of School
- June 5.....Professional Day / Inclement Weather Day

### Grading Periods

#### Elementary Schools

- 1st: Aug. 25 - Oct. 24
- 2nd: Oct. 27 - Jan. 16
- 3rd: Jan. 20 - March 27
- 4th: March 30 - June 4






#### Secondary Schools

- 1st Semester
- 1st: Aug. 25 - Oct. 3
- 2nd: Oct. 6 - Nov. 7
- 3rd: Nov. 10 - Dec. 19

#### 2nd Semester

- 4th: Jan. 6 - Feb. 20
- 5th: Feb. 23 - April 10
- 6th: April 13 - June 4

### Legend

-  Student/Staff holiday
-  Professional day (student holiday)
-  First and last days of school
-  Parent conferences  
Holiday for all students  
Professional day
-  Inclement weather day

**DISTRICT FACILITIES CLOSED**  
**2014-15**

July 4, 2014 (Friday)

September 1, 2014 (Monday)

November 26, 27, & 28, 2014 (Wednesday/Thursday/Friday)

December 24 & 25, 2014 (Wednesday/Thursday)

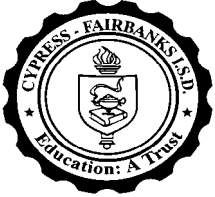
December 31, 2014 & January 1, 2015 (Wednesday/Thursday)

January 19, 2015 (Monday)

April 3, 2015 (Friday)

May 25, 2015 (Monday)

### **III. EMPLOYEE RELATIONS**



## *Cypress-Fairbanks Independent School District*

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*Mark Henry, Ed.D.  
Superintendent*

Dear Cypress-Fairbanks Employee:

Just as a positive school climate is a condition for student success in Cypress-Fairbanks ISD, research by the Gallup Corporation indicates that a positive, healthy workplace is important for each employee in the district. One of the findings of the research indicates that the work environment is the primary cause of employees leaving their employer. Considering the significant annual growth of the student population in CFISD and the investment that the district makes in the professional development of CFISD employees, we must make every effort and enlist the full cooperation of each employee to ensure a positive climate in the workplace. There is no place or time in our district for any form of discrimination, whether based on race, national origin, religion, gender, or age. In addition intimidation, harassment, or abuse in any form will not be tolerated.

The efforts that have been made in the past by Cypress-Fairbanks employees will continue to be the expectation for maintaining a positive and healthy workplace which we all desire and expect.

Our district requests from each employee

- personally responsible behavior and respect for fellow employees;
- professional, but stern, rejection of all forms of discrimination, harassment, abuse, and/or intimidation; and
- direct reporting to the personnel office those acts of discrimination, harassment, abuse and/or intimidation, which persist despite previous reporting to a supervisor.

All reports of alleged acts of discrimination, harassment, abuse, or intimidation that are made directly by an employee to a supervisor will be carefully investigated, according to district policy and law, and responded to by the appropriate supervisor or administrator. Personnel matters are handled with the strictest confidentiality.

The diversity of our district is a strength on which we can build, and we cannot tolerate actions or words that create divisiveness among our employees. Thank you for your continued efforts as we work to improve our school district and to support student success.

Sincerely,

Mark Henry, Ed.D.  
Superintendent

## **EQUAL OPPORTUNITY EMPLOYMENT**

With certain exceptions listed below, the district shall adhere to a policy of equal employment opportunities for all employees. The Cypress-Fairbanks Independent School District is an equal opportunity employer and operates all of its educational programs without discrimination on the basis of race, national origin, religion, gender, age, or disability. The district shall not fail or refuse to hire or discharge, nor shall it otherwise discriminate against any individual with respect to compensation, terms, conditions, privileges or employment based on an individual's race, color, religion, sex, national origin, disability, or age. Further, the district shall not, on the basis of race, color, religion, sex, national origin, disability, or age limit, segregate or classify its employees, or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities, or otherwise adversely affect the individual's status as an employee.

As an exception to the policy stated above, the Board may employ an individual on the basis of the individual's religion, sex, national origin or age in these certain instances where religion, sex, national origin or age is a bona fide occupational qualification reasonably necessary to the normal operation of the educational program.

No qualified disabled person shall, on the basis of a disability, be subject to discrimination in employment with the district. With respect to employment, a "qualified disabled person" is a disabled person who, with or without reasonable accommodation, can perform the essential functions of the job in question.

## **EMPLOYEE STANDARDS OF CONDUCT**

All district employees are role models for the district's students, and are therefore responsible for their public conduct even when they are not acting as district employees.

Employees shall be courteous to one another and the public, working together in a cooperative spirit to serve the best interests of the district. All professional employees shall be expected to adhere to the standards of conduct set out in the "Code of Ethics and Standard Practices for Texas Educators." [See DH (EXHIBIT)] Professional employees shall also be expected to comply with the standards of conduct set forth in this Employee Handbook.

All district paraprofessionals shall be expected to adhere to the standards of conduct set out in the "Standards of Conduct and Ethics for Paraprofessionals" [See DH-R-1] and this Employee Handbook.

All district hourly wage employees shall be expected to adhere to the standards of conduct set out in the Working Agreement and this Employee Handbook.

### **Compliance with Laws and Policies**

Employees of the Cypress-Fairbanks Independent School District shall be subject to and shall comply with all state and federal laws, district policies, procedures, administrative directives,



rules and regulations that are in effect at the time of their employment or that may become effective during their employment.

All district employees have the responsibility to protect district assets and shall be expected to be alert to the potential for theft of property, theft of services, theft of anything of value, fraud, misappropriation or financial impropriety. Any employee who knows or has reason to know of or suspect an occurrence of fraud, misappropriation, financial impropriety, or covered activity shall immediately notify his/her supervisor. If the employee has reason to believe that the supervisor may be involved, the employee shall immediately notify his/her Associate Superintendent or the Legal Services Office.

## **EMPLOYEE WELFARE**

The district prohibits sexual harassment and harassment based on a person's race, color, gender, national origin, disability, religion, or age. Employee shall not tolerate harassment of others and shall make reports as required. (DIA Local)

### **SEXUAL HARASSMENT**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other sexual conduct, either verbal or physical, or any conduct or other offensive unequal treatment of an employee or group of employees that would not occur but for the sex of the employee or employees, when:

1. the advances, requests, or conduct have the effect of interfering with performances of duties or creating an intimidating, hostile or otherwise offensive work environment; or,
2. submission to such advances, requests, or conduct is explicitly or implicitly a term or condition of employment; or,
3. submission to or rejection of such advances, requests, or conduct is used as a basis for employment decisions.

Employees shall not engage in conduct constituting sexual harassment. Sexual harassment is against district policy and is a violation of law. The district shall investigate all allegations of such harassment and shall take appropriate disciplinary action against employees found to engage in such harassment, up to and including termination.

The district forbids retaliation against complainants and will take disciplinary action against anyone who retaliates against complainants, up to and including termination.

An employee, who believes he or she has been or is being subjected to any form of sexual harassment as defined above, shall bring the matter to the attention of the principal or immediate supervisor, in accordance with the district's sexual harassment complaint procedure [see DIA (LOCAL)] in Board policy. However, no procedure or step in that policy shall have the effect of requiring the employee alleging such harassment to present the matter to a person who is the subject of the complaint.

## **FREQUENTLY ASKED QUESTIONS**

### **What is the district policy concerning sexual harassment?**

The district forbids employees from engaging in conduct that constitutes sexual harassment of other employees or of students.

The district encourages employees to come forward with allegations of sexual harassment or misconduct in the workplace. Employees who report sexual harassment will not be subjected to adverse treatment for reporting the harassment.

### **What is sexual harassment?**

"Sexual harassment" includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Such conduct constitutes sexual harassment when submission to such conduct is made a term or condition of employment or has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile, or offensive working environment. "Sexual harassment" includes same-sex harassment when the harassment constitutes discrimination because of sex.

### **What laws address sexual harassment?**

Title VII is a federal law that prohibits discrimination on the basis of race, color, religion, sex, or national origin. The Texas Labor Code, Section 21.051, makes it an unlawful employment practice for an employer to discriminate on the basis of race, color, disability, religion, sex, national origin, or age.

Title VII does not prohibit genuine but innocuous differences in any way men and women routinely interact with members of the same sex and of the opposite sex. It forbids only behavior so objectively offensive as to alter the "conditions" of the victim's employment.

### **What do I do if I believe I have been the victim of sexual harassment?**

Employees are encouraged to report allegations of sexual harassment as soon as possible. Reports may be brought to your supervisor, your principal, or the Title IX coordinator. You may make your report in writing or orally, and you are encouraged to file your report promptly, so that any problems may be resolved at the earliest possible time. Although the district will not reject any such report because it is filed too late, employees should understand that the sooner the issue is brought to the district's attention, the sooner it can be resolved.

### **What will happen once I file a report?**

Whether you report the problem to your principal, supervisor, or the Title IX coordinator, the process will be the same. An initial informal effort will be made to resolve the problem. If you have made your report orally, the supervisor receiving the report will reduce it to writing and ask you to verify that it has been transcribed accurately.

The supervisor will discuss the allegations with you to determine if the alleged actions and/or comments create a condition of granting a benefit upon the receipt of sexual favors from a supervisor or punishes you for rejecting an offer ("quid pro quo"). If not, your supervisor will treat the allegation as a potential "hostile environment" matter and inquire as to whether or not you have indicated to the alleged harasser that the actions and/or comments are "unwelcome." In

no instance will you be required to present the report or notice of "unwelcomeness" to the person who is the subject of your report.

If the supervisor identified through discussion with you that the alleged harasser has not been notified that the actions and/or comments are "unwelcome," the supervisor will make that notice to the accused on your behalf, if you prefer not to.

Continued or repeated "unwelcome" actions and/or comments after being notified they are unwelcome are considered inappropriate by the district and may constitute a "hostile environment."

**What if I'm not happy with my supervisor's response?**

The district provides a three-level complaint process. See DGBA (Local)

**How will the district respond to claims of sexual harassment?**

The district will respond promptly to all allegations of sexual harassment. Prompt remedial action, reasonably calculated to end the harassment, will be taken when claims are substantiated.

**Will my complaint be confidential?**

To the greatest extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
EMPLOYEE STANDARDS OF CONDUCT

EMPLOYEE COMPLAINT FORM

Any employee filing a complaint may complete this form and turn it in to the employee's principal or immediate supervisor. All complaints will be processed in accordance with DIA (Legal) and DIA (Local) or any exceptions outlined therein.

1. Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

2. Position: \_\_\_\_\_ Campus/Work Site: \_\_\_\_\_

3. Please state date of the event or series of events causing the complaint: \_\_\_\_\_  
\_\_\_\_\_

4. Please state your complaint including the individual harm alleged:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Please state the remedy sought: \_\_\_\_\_  
\_\_\_\_\_

6. Please state specific facts of which you are aware to support your complaint (list all details):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. If you will be represented in pursuing your complaint, please identify that individual or organization:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

## COMPLAINT PROCEDURE

EMPLOYEE-TO EMPLOYEE Employees shall not engage in conduct constituting sexual harassment of other employees. [See DIA]

Employees who believe they have been sexually harassed by other employees are encouraged to come forward with complaints. District officials or their agents shall investigate promptly all allegations of sexual harassment of employees by other employees, and officials shall take prompt and appropriate disciplinary action against employees found to have engaged in conduct constituting sexual harassment of employees.

COMPLAINT PROCEDURE An employee who believes he or she has been or is being subjected to any form of sexual harassment shall bring the matter to the attention of the principal, immediate supervisor, or Title IX coordinator for employees. No procedure or step in this policy shall have the effect of requiring the employee alleging harassment to present the matter to a person who is the subject of the complaint. For purposes of this policy, "days" shall mean work days in the official 12-month district work schedule approved by the Board. The terms "complaint" and "grievance" shall have the same meaning.

INITIAL INFORMAL RESOLUTION EFFORT Employees are encouraged to report alleged sexual harassment as soon as possible, seeking informal resolution if possible. A report of alleged sexual harassment may be brought to the employee's supervisor, principal, or the Title IX coordinator (Associate Superintendent for Human Resources and Student Services). The employee may make the report in writing or orally, and is encouraged to file a report promptly so that any problems may be resolved at the earliest possible time. Although the district will not reject any such report because it is filed too late, employees should understand that the sooner the issue is brought to the district's attention, the sooner it can be addressed and/or resolved.

Whether the employee reports the problem to the supervisor, principal, or Title IX coordinator (Associate Superintendent for Human Resources and Student Services), the process will be the same. If the employee makes the report orally, the supervisor receiving the report will reduce it to writing and ask the employee to verify that it has been transcribed accurately. The supervisor will discuss the allegations with the employee making the report to determine if the alleged actions and/or comments create a condition of granting a benefit upon the receipt of sexual favors from a supervisor or of punishing the employee for rejecting an offer ("quid pro quo"). If not, the employee's supervisor will treat the allegation as a potential "hostile environment" matter and inquire as to whether or not the employee reporting has indicated to the alleged harasser that the actions and/or comments are "unwelcome." In no instance will the employee reporting be

required to present the report or notice of "unwelcomeness" to the person who is the subject of the report.

If the supervisor identifies through discussion with the employee making the report that the alleged harasser has not been notified that the actions and/or comments are "unwelcome," the supervisor will make that notice to the accused harasser on behalf of the employee, if the employee prefers not to.

Continued or repeated "unwelcome" actions and/or comments after being notified they are unwelcome are considered inappropriate behavior for the workplace by the district and may constitute a hostile environment created by the accused harasser.

If there is a recurrence or another type of alleged sexual harassment involving the same accused harasser, the employee who has made the above-described initial informal effort to resolve the matter should initiate a Level One complaint.

#### LEVEL ONE

An employee who has a grievance shall request a conference with the principal or immediate supervisor by submitting a completed Employee Complaint Form (DGBA Regulation Exhibit). The form must be filed within 15 days of the most recent event or series of events about which the employee is complaining.

The principal or supervisor shall hold the conference within 10 days after receipt of the written request. The principal or supervisor shall have 10 days following the conference within which to respond unless the investigation takes longer to complete. Both employees will be informed if there is a delay in the response.

#### LEVEL TWO

If the outcome of the conference at Level One is not to the employee's satisfaction or if the timelines were not met by the administration, the employee may request a conference with the superintendent or designee to appeal the complaint. The request shall be submitted on a completed district Employee Appeal Form (DGBA Regulation Exhibit) and must be filed within 10 days following receipt of a written response or, if no written response is received, within 10 days of the response deadline. If no Level One conference is held, the request shall be filed within 20 days of submitting the complaint.

The superintendent or designee shall hold the Level Two conference within 10 days after receipt of the written request. The superintendent or designee shall have 10 days following the conference within which to respond.

#### LEVEL THREE

If the outcome at Level Two is not to the employee's satisfaction or if the

timelines are not met by the administration, the employee may present the grievance at the next regular Board meeting that can reasonably include the grievance as an item on the posted agenda. [See BE (LOCAL)] The request shall be submitted on a completed district Employee Appeal Form (DGBA Regulation Exhibit) and must be filed within 10 days following receipt of a written response or, if no written response is received, within 10 days of the response deadline. If no Level Two conference is held, the request shall be filed within 20 days of submitting the appeal.

The Superintendent or designee shall provide the Board with copies of the employee's original complaint, all responses, and any written documentation previously submitted by the employee and the administration.

The Level Three proceeding before the Board shall be recorded by audiotape. The presiding officer shall allow a reasonable time for presentation of the complaint. The Board shall consider the grievance and shall request a response from the administration.

CLOSED  
MEETING

The Board may hear the allegation of sexual harassment in closed meeting if posted in accordance with law, unless an open hearing is requested in writing by the accused employee or a Board member against whom the complaint or charge is brought.

EMPLOYEE TO  
STUDENT

Employees shall not engage in conduct constituting sexual harassment or sexual abuse of students. Sexual harassment includes any welcome or unwelcome sexual advances, requests for sexual favors, statement, physical contacts, or visual conduct of a sexual nature by an employee toward a student. [See FFH (Local)] Romantic relationships between district employees and students constitute unprofessional conduct and are prohibited.

REPORTING/  
INVESTIGATION

Information about sexual harassment or sexual abuse of a student that may reasonably be characterized as known or suspected child abuse or neglect shall be reported to appropriate authorities, as required by law. [See FFG (LEGAL)]. Employees who have reason to believe that a student is being sexually harassed or sexually abused by a school employee shall report their suspicions to their principal, immediate supervisor, or Title IX coordinator. All allegations of sexual harassment or sexual abuse of students by employees shall be reported to parents and investigated.

In considering and investigating allegations that an employee has sexually harassed or sexually abused a student [See DIA (LEGAL)], the investigation shall proceed from the presumption that the employee's conduct was unwelcome. [See also FFH (LOCAL), which contains the complaint procedure for students alleging sexual harassment or sexual abuse by an employee.]

## OTHER PROHIBITED CONDUCT

The district prohibits sexual harassment and harassment based on a person's race, color, gender, national origin, disability, religion or age. Employees shall not tolerate harassment of others and shall make reports as required at reporting procedures below.

Harassment of a district employee on the basis of the employee's race, color, gender, national origin, disability, religion, or age includes physical, verbal, or nonverbal conduct related to these characteristics when the conduct is so severe, persistent, or pervasive that the conduct:

1. has the purpose or effect of unreasonably interfering with the employee's work performance;
2. creates an intimidating, threatening, hostile, or offensive work environment; or
3. otherwise adversely affects the employee's employment opportunities.

### EXAMPLES

Examples of prohibited harassment may include, but are not limited to: offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other types of aggressive conduct such as theft or damage to property.

### REPORTING PROCEDURES

Any employee who believes that he or she has experienced prohibited harassment should immediately report the alleged acts to his or her supervisor or campus principal or an appropriate person designated below.

Any district employee with supervisory authority who receives notice that another employee has or may have experienced prohibited harassment is required to immediately report the alleged acts and take whatever other steps are required by this policy.

Any other person who knows or believes that a district employee has experienced harassment should immediately report the alleged acts to his or her supervisor or campus principal or the appropriate person designated by this policy.

For harassment of students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

### TIMELY REPORTING

Reports of harassment shall be made as soon as possible after the alleged acts. A failure to promptly report alleged harassment may impair the district's ability to investigate and address the harassment.



A district employee may report harassment to his or her supervisor or campus principal. A person shall not be required to report harassment to the alleged harasser; nothing in this policy prevents a person from reporting harassment directly to one of the district officials below:

DISTRICT  
OFFICIALS

1. Supervisor or campus principal
2. For sexual harassment, the Title IX Coordinator:  
Deborah Stewart, Associate Superintendent  
Human Resources and Student Services  
10300 Jones Road, Suite 308  
Houston, TX 77065-4208  
Phone: 281-897-4030
3. For all other prohibited harassment, the Superintendent or designee.

A report against the Title IX coordinator may be made directly to the Superintendent; a report against the Superintendent may be made directly to the Board.

NOTIFICATION OF  
THE REPORT

Upon receipt of a report of harassment, a supervisor or principal shall immediately notify the district official listed above.

CONFIDENTIALITY

To the greatest extent possible, the district shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

INVESTIGATION  
OF THE REPORT

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

Upon receipt or notification of a report, the district official shall determine whether the allegations, if proven, would constitute sexual harassment or other prohibited harassment as defined by district policy. If so, the district official shall immediately authorize or undertake an investigation.

If appropriate, the district shall promptly take interim action to prevent harassment during the course of an investigation.

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

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and

others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

The district's obligation to conduct an investigation is not satisfied by the fact that a criminal or regulatory investigation regarding the same or similar allegations is pending.

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

**DISTRICT ACTION** If the results of an investigation indicate that prohibited harassment occurred, the district shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the harassment.

The district may take disciplinary action based on the results of an investigation, even if the district concludes that the conduct did not rise to the level of harassment prohibited by law of district policy.

**APPEAL** A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA (Local), beginning at the appropriate level.

**RETALIATION PROHIBITED** Retaliation against an employee alleged to have experienced harassment, a witness, or another person who makes a report or participates in an investigation is strictly prohibited. A person who makes a good faith report of prohibited harassment shall not suffer retaliation for making the report. A person who intentionally makes a false claim, offers false statements, or refuses to cooperate with a district investigation regarding prohibited harassment is subject to appropriate discipline.

**ACCESS TO POLICY** This policy shall be distributed annually to district employees. Copies of the policy shall be readily available at each campus and the district administrative offices.

### **Identification Badges**

Employees will be photographed at the time of employment and an ID badge will be prepared for the employee's use at no cost to the employee. Each employee will wear his/her ID badge at all times while on district property when conducting district business. The badge must be clearly visible, except in cases where the type of work does not permit the display.

If the identification badge is lost or destroyed, the employee will contact his/her campus/department supervisor within three business days to get a replacement. There will be a

\$10.00 replacement fee for all lost badges. Payment may be made by cash or check. An ID badge will be replaced at no cost to the employee if the badge is mutilated/damaged; however, the employee is required to present the damaged badge at the time of request for a new badge.

A campus identification badge may not be substituted for the official ID badge. There will be no defacing of, deletions/additions to, or ornamentation added to the official badge.

### **Employee's Duties During an Investigation**

In the event of a district investigation or inquiry, every district employee has an affirmative duty to provide to his/her supervisor(s) or any other district official assigned to investigate all relevant and factual information about matters inquired. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive constitutes "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

### **Safety Requirements**

All employees shall adhere to district safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

### **Personnel-Student Relations**

All district personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. See specific information regarding electronic communications with students on page 40.

Board Policy FFH (Local) defines prohibited conduct to include discrimination, harassment, dating violence, and retaliation. Specifically, discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law is prohibited. Board Policy FFI (Local) prohibits bullying of a student; bullying may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, and ostracism. Procedures for reporting, investigating, and discipline for incidents of discrimination, harassment and/or bullying may be found in Board Policy FFH (Local) and FFI (Local).

### **Dress and Grooming**

The dress and grooming of district employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent. (Specifics for Contract Employees and Non-Contract Employees are to be found in Sections VII and VIII respectively of this Employee Handbook.)

### **Tobacco Use**

Employees shall not use tobacco, tobacco products, electronic cigarettes (e-cigarettes), electronic vaping devices, personal vaporizers (PV), or electronic nicotine-delivery system on district premises, in district vehicles, nor in the presence of students at school or school-related activities. [See DH and GKA]. Employees who violate this policy will be subject to disciplinary action, which may include a written reprimand, suspension without pay, or termination of employment as circumstances warrant.

### **Alcohol and Drugs**

Cypress-Fairbanks Independent School District is a drug- and alcohol-free work environment. All employees shall adhere to the requirements of DHE (LOCAL), a copy of which may be found in Board policy. Additional information on alcohol and drugs, including the district's drug and alcohol testing procedures, can be located on pages 53-55 (Alcohol and Drugs: Employee Requirements) of this Employee Handbook. An employee who uses a drug authorized by a licensed physician through a prescription specifically for that employee's use shall not be considered to have violated this policy.

### **Drug Free Workplace Requirements Notice**

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) (A); 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(a0) (1) (A); 28 TAC 169.2

Compliance with these requirements and prohibitions is mandatory and is a condition of employment. As a further condition of employment, an employee shall notify the superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the district shall notify the granting agency of the conviction. 41 U. S. C. 702(a) (1) (D), (EXHIBIT)

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.] DI (EXHIBIT)

### **Pagers, Phones in the Workplace**

Cypress-Fairbanks ISD is committed to high standards in the workplace requiring the focus of all employees on contributing positively to the education of students. To maintain these high standards, employees may not use personal electronic communications devices (pagers, cellular phones) that interfere with his/her performance of job responsibilities. Teachers may use cellular phones in the instructional process. Teachers may also use cellular phones for business calls, including parent contacts, only during planning periods and other off-duty times during the instructional day. Personal calls may not be made or received during class periods. School district telephones are for district business; and personal use should be incidental and should not interfere with job performance.

### **Electronic Recording**

Employees shall not electronically record by audio, video, or other means, any conversations or meetings with other employees unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations with other employees unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by district personnel.

### **Electronic Media**

Employees are prohibited from communicating with students who are enrolled in the district through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student. For example, an employee may have a pre-existing relationship with a niece or nephew, a 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 purposes of this section on 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 and photo sharing sites (e.g., YouTube, SnapChat, Instagram), editorial comments posted on the Internet, and social network sites (e.g., Facebook, MySpace, Twitter, LinkedIn), and all forms of telecommunication 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 below. Unsolicited contact from a student through electronic means is not a communication.

“Authorized Personnel” includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the superintendent or a campus principal.

For additional information regarding electronic media, see pages 69-74 (Electronic Communication and Data Management) in this Handbook.

### **Limited Electronic Communication With Students**

Authorized Personnel may communicate through electronic media with students who are currently enrolled in the district only within the following guidelines:

1. 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).
2. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for this purpose. The employee must enable administration and parents to access the employee’s professional page.
3. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students the employee teaches or supervises or who participate in the extracurricular activity over which the employee has responsibility.
4. The employee shall not communicate with any student between the hours of 11:30 p.m. and 5:00 a.m. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
5. 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.
6. 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:
  - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See DF (LEGAL)]
  - b. confidentiality of student records. [See FL (LEGAL)]
  - c. confidentiality of other district records, including educator evaluations, credit card numbers, and private email addresses. [See FL (LEGAL)]
7. Upon written request from a parent, the employee shall discontinue communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
8. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

### **Personal Use of Electronic Media**

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 maintaining privacy settings appropriate to the content. **Employees are prohibited from communicating with students through a personal social network site.**

### **Confidentiality of Data and Information**

For all electronic media, employees are subject to certain 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:

1. Confidentiality of student records. [See FL(LEGAL)]
2. Confidentiality of other district records, including educator evaluations and private email addresses. [See GBA(LEGAL)]
3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See DH(EXHIBIT)]
4. Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DH [EXHIBIT]]

### **Firearms Prohibited**

Firearms are prohibited on all property of the Cypress-Fairbanks Independent School District. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons excepted from this prohibition.

Pursuant to the provisions of Texas Penal Code 46.03, an employee commits an offense if, with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05(a), intentionally, knowingly, or recklessly goes on the physical premises of a school or educational institution. This prohibition extends to all school activities on or off campus and while riding any school transportation.

Additionally, pursuant to Texas Penal Code 46.035(b)(2), employees who are licensed handgun holders are prohibited from carrying a handgun, regardless of whether the handgun is concealed on or about the license holder's person, while on the premises or grounds where a high school, collegiate or professional sporting event or interscholastic event is taking place, unless the license holder is a participant in the event and a handgun is used in the event.

### **Criminal Conduct**

District employees are expected to abide by the law at all times. Conviction or adverse adjudication, including a plea of *nolo contendere* or deferred adjudication for a felony offense

or misdemeanor involving moral turpitude, may be the basis for disciplinary action, up to and including termination.

### **Obligation to Report Criminal Record**

All district employees shall notify his/her principal or immediate supervisor within three (3) 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:
  - (a) dishonesty; fraud; deceit; theft; misrepresentation;
  - (b) deliberate violence;
  - (c) base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - (d) 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;
  - (e) felony driving while intoxicated (DWI); or
  - (f) acts constituting abuse or neglect under the Texas Family Code.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of DWI or DUI must be reported if the employee drives or operates a district vehicle or piece of mobile equipment or receives a district travel allowance or mileage reimbursement. Failure to report a conviction or adjudication may result in disciplinary action, up to and including termination. Such report shall be made within three days of the conviction or adjudicatory action. **The district may conduct annual criminal history checks on its employees.**

Conviction of a crime or receiving adjudication for a crime shall not be an automatic basis for termination. The district shall consider the following factors in determining what action, if any, should be taken against an employee who receives deferred adjudication for or is convicted of a crime during employment with the district:

1. the nature of the offense;
2. the date of the offense;
3. the relationship between the offense and the position to which the employee is assigned. (DH Local)

### **Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Allowances or Mileage Reimbursement**

All employees who drive a district vehicle, operate mobile equipment, or receive a district travel



allowance or mileage reimbursement must undergo an annual driver's license record check. An acceptable driving record as determined by the Texas School Bus Drivers' Driving Evaluation criteria (less than 10 points in a three year period) must be shown to maintain eligibility to drive/operate vehicles/mobile equipment or receive the travel allowance or mileage reimbursement.

Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, ditch witches, and golf carts.

### **Notice of Traffic Violations**

All employees who drive a district vehicle, operate mobile equipment, or receive a district travel allowance or mileage reimbursement must notify their immediate supervisors immediately of **any** driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the Human Resources Department. Payment for any citations or fines received while driving a district vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a district vehicle or personal vehicle.

### **Commercial Driver's License (CDL)**

Pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for **any** traffic violation regardless of the type of vehicle being driven at the time of the violation.

### **Employee Vehicle Safety**

The district is not liable for vandalism, theft or any damage to cars parked on school property.

### **Termination**

In accordance with appropriate policies, employees excluded from the workplace in accordance with policy may have their employment terminated when any leave under the Family and Medical Leave Act and/or temporary disability leave to which they are entitled has expired.

### **Pornography**

Employees are not to possess at their place of work or in district vehicles, distribute, or access via the district's network, materials of a pornographic nature.

### **Conflict of Interest**

The following standards of conduct shall apply to all employees of the district. See Board Policy DBD (Legal and Local).

1. All employees shall avoid any conflict between their personal interests and the interest of the district in dealing with students, parents, vendors, customers, and all other organizations or individuals doing or seeking to do business with the district.
2. An employee shall disclose in writing to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship (*i.e.*, romantic relationship) that in any way creates a potential conflict of interest with the

proper discharge of assigned duties and responsibilities or with the best interest of the district.

3. Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative. (See Exhibit A of Board Policy DBD.)
4. An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. See Board Policy CAA.
5. An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the district employee during non-school hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.
6. An employee shall not use his or her position with the district to attempt to sell products or services.
7. An employee shall disclose in writing to his/her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the district. An employee who is employed outside the district, including self-employment, may sell personal goods or services to other district employees. However, the district employee receiving the personal goods or services must not be someone to whom the employee supervises or reports, including supervisors within the departmental chain of command. In addition, the employee who sells goods or services may not use any district time or equipment for the outside employment.
8. During the school year, an employee shall not privately tutor for pay a student that the employee also teaches or serves. An employee shall disclose in writing to his or her immediate supervisor any private tutoring of other district students for pay. The employee's principal or supervisor shall determine if the private tutoring creates a conflict of interest with the proper discharge of the employee's assigned duties and responsibilities.
9. During the school year, an employee shall not provide private services, such as child care or respite care, for pay for a student the employee also teaches or serves. An employee must disclose in writing to his or her immediate supervisor any private services for pay for any other district student. The employee's principal or supervisor shall determine if the outside employment creates a conflict of interest with the proper discharge of the employee's assigned duties and responsibilities.
10. A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions shall not solicit, accept, or agree to accept any benefit from a person the public servant knows is interested in or likely to become interested in any such transactions of the district.

A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax exempt

charitable organization formed for educational, religious, or scientific purposes.

“Illegal Gifts to Public Servants” does not apply to an item with a value of less than \$50, excluding cash or a negotiable instrument as described by Business and Commerce Code 3.104. [This exception does not apply to gifts from textbook or curriculum publishers.]

11. An administrator or teacher commits an offense if the person accepts a gift, favor, or service that:
  - is given to the person or the person's school;
  - might reasonably tend to influence the person in the selection of instructional materials, or technological equipment; and,
  - could not be lawfully purchased with state instructional materials funds.

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

### **Violations of Employee Standards of Conduct**

Each employee shall comply with the standards of conduct set out in Board policies and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to his/her status as district employees. Violation of any policies, regulations or guidelines may result in disciplinary action, including termination of employment. (DH Local) (See Board Policies DCD and DF series)

## **FINANCIAL ETHICS**

All Trustees, employees, vendors, contractors, consultants, volunteers, and any other parties who are involved in the district's financial transactions shall act with integrity and diligence in duties involving the district's fiscal resources. See Board Policy CAA (Local).

### **Fraud and Financial Impropriety**

The district prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the district.

Fraud and financial impropriety shall include but not be limited to:

1. forgery or unauthorized alteration of any document or account belonging to the district;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other district assets, including employee time;
4. impropriety in the handling of money or reporting of district financial transactions;
5. profiteering as a result of insider knowledge of district information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the district;

8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy. See Board Policy DBD (Legal) and DBD (Local)
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or district policy; and,
12. any other dishonest act regarding the finances of the district.

### **Financial Controls and Oversight**

Each employee who supervises or prepares district financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. The Superintendent or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the district.

Any person who suspects fraud or financial impropriety in the district shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Neither the Board nor any district employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See Board Policy DG (Legal)]

### **Fraud Investigations**

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the district shall take appropriate action, which may include cancellation of the district's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the district, the district may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

### **Analysis of Fraud**

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent or designee shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

## **ATTENDANCE - ABSENCE FROM WORK**

### **Regular Attendance and Promptness**

Proper workplace decorum is required of all employees. This requirement includes regular attendance at work as well as arriving and departing at the times established for the site. Regular and reliable attendance is an essential job function.

1. All employees are expected to report to work on time on a regular basis. Employees who will be absent or late arriving to work are required to contact the administrator of their department prior to the beginning work time, and according to campus or departmental procedures regarding who to contact and when contact must be made.
2. If a contract/campus staff member is unable to report to work, he or she must notify the principal or designated administrator by **6:00 a.m.** at the secondary level or by **6:30 a.m.** at the elementary level. It is appropriate to call the evening before if an employee knows that he or she is going to be out.

Non-contract employees who will be absent or late arriving to work are required to contact their designated department prior to the beginning work time. If an employee is ill or unable to report to work, the employee should contact the department the evening prior to being out and/or by the time established by each specific department.

2. Absence without communication by the employee for more than three (3) consecutive work days can lead to disciplinary action, up to and including termination. Excessive absences and undocumented absences may also lead to termination.
3. **A doctor's release will be required and must be presented to the department office or supervisor before returning to work for any absence due to personal illness or family illness of more than three (3) consecutive work days.** The Cypress-Fairbanks ISD does reserve the right to check with the doctor on an

employee's work status and determine if the employee can perform his/her assigned duties.

### **NON-EXEMPT EMPLOYEE TIMEKEEPING RECORDS**

All non-exempt employees, *i.e.*, those employees eligible to receive overtime compensation for work performed beyond 40 hours per week, are required to maintain an accurate record of time worked. Entries on the time record must reflect actual time worked each day. Supervisors are required to monitor and sign off on all time worked. Appropriate recordkeeping formats will be designated by the administration. Employees should not fill out timesheets in advance of the actual work time.

Employees are not to work without recording the time worked. All time worked must be recorded on the official time keeping record. Failure to adhere to this standard will result in disciplinary action.

Specifically, employees are prohibited from working “off the clock.” “Working off the clock” not only includes performing tangible work while off duty but also monitoring/responding to email, voice and text messages, and other forms of communication regarding work while off duty.

### **COMPENSATORY OVERTIME FOR ELIGIBLE EMPLOYEES**

The guidelines for compensatory overtime or payment for eligible employees will be as follows.

- ◆ All compensatory overtime for eligible employees **must be** approved in advance by the appropriate associate superintendent or designee with concurrence of the superintendent.
- ◆ Compensatory overtime payment or recorded compensatory overtime is approved at the rate of one to one (1:1) if the total work hours in the week are forty (40) or less. Compensatory overtime is earned at the rate of one and one-half to one (1.5:1) if the total hours **actually worked** in the work week exceed forty (40) hours. Although the use of leave time and/or vacation time does qualify for regular payment, it does **not count** as actual hours worked under the Fair Labor Standards Act and **will not be** credited as time worked for overtime compensation by the district. The work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday. (Board Policy DEA (LOCAL).
- ◆ Non-exempt contract personnel will be compensated for overtime in the form of compensatory time. Hourly non-exempt personnel will be compensated for overtime by monetary payment.
- ◆ The use of earned compensatory overtime must be approved in advance by the campus and/or immediate supervisor. The usage of the compensatory overtime may not cause an undue disruption to the operation of the district.
- ◆ Total compensatory overtime hours due may not exceed forty (40) at any time during the year, except with the written approval of the appropriate Associate Superintendent or designee.
- ◆ All compensatory overtime must be used each year prior to the end of the employee’s regular days of service. No time can be carried over from one year to the next. It must be used during the year in which it was earned or FLSA requires that it be converted to payment.

## PERSONNEL RECORDS

### Requirements/Items Required for Personnel Folders

According to requirements established by the Texas Education Agency and the district, the following items, where applicable, must be included in the personnel files of employees:

#### A. Professional Employees

1. Teaching credentials;
  - a. Valid Texas Teacher Certificate - If a certificate is in the process of being issued, the district requires a letter from the college stating that all requirements have been met, and that application has been made for the employee's certificate.
  - b. Employees certified in other states - An employee who does not possess a Texas Teacher Certificate but is certified in another state will need the following items:
    - i. a copy of the out-of-state teaching certificate;
    - ii. an official transcript (showing degree, seal of the college and signature of the registrar) to submit to the Texas Education Agency;
    - iii. an application for a one-year teacher certificate (securing through the Texas Education Agency); and,
    - iv. the appropriate evaluation and certificate fee. (Payment of the required fee, established by the State Board for Educator Certification, may be handled through payroll deduction.)
2. Official service records:

If an individual has previous experience in an accredited public or private school, an official service record will be required. An employee who has taught outside of Texas may obtain the proper service record forms in the Office of Human Resources. Salary credit for experience earned in Texas or in out-of-state institutions will not be granted until the service records are received and verified.

**A creditable year for salary placement or receiving a salary general rate increase is a minimum of ninety (90) days of full-time service or 180 days of half-time service.**

Substitute Credit: Beginning with the 1998-1999 school year, experience as a substitute teacher is recognized for salary increment purposes, as long as the person held a valid teaching certificate at the time the service was rendered. All prior-year service in this area can be claimed for salary placement purposes, as long as the minimum number of days requirement and the certification requirement were met, and are verified on a service record.

3. Official transcripts:

Official transcripts from each institution attended bearing the seal of the college, signature of the registrar and showing degree conferred, if applicable, are required. A new employee who does not have a Texas Teacher Certificate and will be applying for a one-year certificate will need two official copies of all transcripts.

Transcripts from foreign countries must be evaluated by a professional evaluation service to determine the equivalency of the coursework. The applicant is responsible for this evaluation and any costs associated with it.

4. Appropriate district application;
5. Employee information sheet which includes current address and telephone;
6. References for employment;
7. Employment eligibility verification (Form I-9 is required by the federal government);
8. District's copy of contract as appropriate;
9. Copy of pay statement as appropriate;
10. Copy of employee's evaluation(s).

**B. Paraprofessional Employees**

1. Verification of high school graduation or equivalency or transcripts of credits earned at an accredited college/university. Transcripts from foreign countries must be evaluated by a professional evaluation service to determine the equivalency of the coursework. The applicant is responsible for this evaluation and any costs associated with it.
2. A valid Texas Educational Aide Certificate
3. Official service records for employment in other public school districts; Paraprofessionals can be given salary credit for paraprofessional experience earned in accredited public schools or institutions. Paraprofessionals who hold teaching certification and have prior teaching experience may receive salary credit for such experience. Verification of previous experience must be provided on an official service record.
4. Appropriate district application;
5. Employee information sheet which includes current address and telephone;
6. References for employment;
7. Employment eligibility verification (Form I-9 is required by the federal government.);
8. District's copy of contract as appropriate;
9. Copy of pay statement as appropriate; and,
10. Copy of employee's evaluation(s).

**C. Non-contract Hourly Employees**

1. Appropriate district application;
2. Employee information sheet which includes current address and telephone;
3. References for employment;
4. Employment eligibility verification (Form I-9 is required by the federal government.);
5. Copy of pay statement as appropriate;
6. Copy of Working Agreement;
7. Official service records for employment in other public school districts;
8. Copy of employee's evaluation(s);
9. Records of motor vehicle reports as appropriate; and,
10. Records of physical examinations and drug/alcohol testing reports as appropriate.

Because of the necessity of obtaining certain records as early as possible, employees should be aware the district may elect to withhold a paycheck(s) until their personnel files are complete.



## **Maintenance and Access**

The superintendent or his/her designee shall maintain all records relating to all present and past employees of the district, including a master personnel file and other personnel files and records as the superintendent deems necessary. The superintendent or his/her designee shall be the custodian of all personnel records regardless of where said records are located or maintained.

### **A. Employee Access and Right to Information**

Past or present employees of the district may inspect their personnel files during normal working hours. The employee shall be entitled to review his/her personnel file upon reasonable advance notice. The employee must examine the personnel file in person in the presence of a Human Resources Office administrator at a location provided by the district. An appointment to review the file should be made in advance by calling the Human Resources Office.

1. Copies of an employee's personnel file will be made available to the individual by the district within a reasonable time upon receipt of a written request signed by the employee. Payment of \$.10 per page is required if the file is more than 50 pages (charge for pages 51 forward) or if more than one (1) copy set is requested in the school year. Files of less than 50 pages will be reproduced at no charge (for the first set).
2. An employee may deliver in person a written authorization for his/her designated representative to examine the employee's personnel file. This authorization will be placed in the employee's personnel file. Once the authorization is approved by the superintendent or his/her designated agent, the properly designated representative of the employee will be allowed to examine and obtain copies under the same procedure set out for employees.

### **B. Public Access to Employee Personnel Files**

1. Information contained in district personnel files shall be available in accordance with provisions of the Texas Public Information Act and related opinions of the Attorney General.
2. The following items of information regarding employees are generally not open for public review, as provided by the Texas Public Information Act and Attorney General opinions:
  - a. grades on transcripts for professional public school employees (although the degree and curriculum completed is public information);
  - b. employee evaluation records;
  - c. W-2 forms;
  - d. information relating to criminal records, other than that included on an employment application;
  - e. medical information, psychological reports, etc.; and,
  - f. any memoranda that would constitute an invasion of privacy.

C. Disclosure of Employee Personal Information

Each employee has the right, as provided in the Texas Government Code § 552.024, to choose not to allow public access to his or her home address, telephone number, or family member status.

Upon initial employment with the district, each employee will be required to declare in writing his/her preference on the disclosure of address, telephone number, and family member status. That decision will remain in place until changed in writing by the employee on the appropriate form available from the Office of Human Resources. In the absence of a written request to withhold the information, personal information in the categories listed above will be released to the public if requested.

The district provides an on-line directory of all employees listing each employee by name, work location, assignment, and work telephone. Employees may choose to have their home addresses and telephone numbers included in this directory; however, the directory information will be released in response to any requests under the Texas Public Information Act. There are some strong reasons for choosing to be listed in the directory. Primary among these is the need to reach a person in an emergency and the need employees have to communicate with each other. It is, however, the employee's choice to make. The directory is located at <http://inside.cfisd.net/>.

D. Employee Maintenance/Access to Information

Employees may review information regarding their demographic information on file, current salary and benefits, sick/personal leave taken, payroll information, deductions and benefits selected, and certifications via the district's Employee Access Center. Employees may change demographic information on this site and print copies of contracts, pay statements, and check stubs. The Employee Access Center is found at <http://inside.cfisd.net/>.

### **ALCOHOL AND DRUGS: EMPLOYEE REQUIREMENTS**

It is the policy of the Cypress-Fairbanks Independent School District to provide an alcohol and drug-free workplace. As a condition of employment, each employee shall abide by the terms of the district's policy respecting an alcohol and drug-free workplace. The possession, use or being under the influence of alcohol, drugs or narcotics as defined in the Texas Controlled Substances Act by an employee while on district property or while working in the scope of assigned duties or while attending any district-sponsored activity is prohibited unless the drugs are prescribed by a licensed physician in the course of medical treatment. Employees shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours, including consumption of alcohol or drugs off campus and returning to duty;

1. any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or

- barbiturate.
- 2. alcohol or any alcoholic beverage
- 3. any abusable glue, aerosol paint, or any other chemical substance for inhalation
- 4. any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance. [DH (Local)]

### **Random Drug and Alcohol Testing**

The district will randomly test employees in safety-sensitive positions. The selection of employees to be randomly tested will be made by a scientifically valid method to ensure that each employee will have an equal chance of being tested each time. Random tests will be unannounced and the dates for the administration of the tests will be spread throughout the calendar year.

Positions which are identified as safety-sensitive functions for purposes of random drug and alcohol testing include but are not limited to:

1. police officers, security officers, and employees performing police or security duties and responsibilities;
2. school bus drivers, employees who drive a commercial motor vehicle for the district, and employees who are regularly assigned to drive district-owned, -leased, or -rented motor vehicles;
3. employees in warehouse, and maintenance positions;
4. employees required to inspect, service, repair, maintain, operate or handle potentially dangerous hazardous chemicals or equipment, or heavy equipment.

Employees selected for random testing are required to proceed to the test site upon notification within the designated time frame. The employee will be tested for alcohol and other controlled substances before, during, or immediately after performing the functions of the position. (See DHE Regulation)

## **DRUG AND ALCOHOL OFFENSES**

### **Obligation to Report**

As a condition of employment, each district employee has an ongoing duty to notify his or her supervisor of any charge, conviction or other adverse adjudication of any criminal drug statute for a violation occurring in the workplace. Such notification shall be provided no later than three (3) days after such conviction. This reporting requirement is in addition to all reporting requirements addressed at "Employee Standards of Conduct," pages 42-43.

Additionally, school bus drivers or other employees who must operate a district vehicle, operate mobile equipment, or those who receive a travel allowance within the scope of their employment who are guilty of a DWI offense, who receive an ALR suspension/disqualification or who accumulate 10 or more points according to DPS school bus driving criteria, will be subject to

disciplinary action up to and including termination. This applies to convictions as a result of operating either a district vehicle or personal vehicle.

### **DRUG AND ALCOHOL TESTING – General Policy**

The district shall conduct drug and alcohol testing in accordance with federal and state regulations, as well as district policy, of employees for use of alcohol or a controlled substance that violates any law or district policy.

#### **Reasonable Suspicion Testing**

All employees shall be required to undergo alcohol and drug testing at any time the district has reasonable suspicion to believe that the employee has violated the district's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any district function on or off district property. The district's determination that reasonable cause exists must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations must be made by a trained supervisor. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

#### **Additional Testing**

In addition to the above, all employees in positions requiring a commercial driver's license and employees in safety sensitive positions are subject to pre-employment, random, post-accident, return-to-duty and follow-up testing.

#### **Finding of Drug or Alcohol Use and Disciplinary Action**

No employee shall report to duty or remain on duty while under the influence of or impaired by alcohol, and/or drugs, as shown by the behavioral, speech and performance indicators of alcohol or drug misuse, nor shall the district permit the employee to perform or continue to perform the functions of this position.

Disciplinary action will be taken against an employee found in violation of the district's drug and alcohol policy and administrative regulations, and such employees will be subject to the full range of disciplinary action up to and including termination. The severity of the action chosen will depend on the circumstances of each case and will be consistent with the district's effort to maintain a drug-free workplace. The district shall initiate disciplinary action against any employee found to use illegal drugs, provided that such action is not necessarily required for an employee who voluntarily admits to use of illegal drugs and obtains counseling or rehabilitation, and thereafter refrains from using illegal drugs.

District employees who test positive for alcohol and/or controlled substances and who are terminated for violating the district's drug/alcohol policy and administrative regulations are not eligible for re-employment.

#### **Distribution of Policy**

A complete copy of the district's policies and procedures regarding drug and alcohol testing shall be distributed to employees on an annual basis.

## **REQUIREMENTS AND RESTRICTIONS FOR PHYSICAL EXAMINATIONS**

### **Required Physical Examinations**

Prior to actual employment and annually, each person who is certified to drive a school bus shall undergo a physical examination as designated and paid for by the district. Other employees who are required to hold a commercial driver's license for their positions shall undergo a physical examination every two years at the district's expense.

### **Communicable Diseases**

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, leprosy, and tuberculosis. Employees with communicable diseases, whether acute or chronic, shall be subject to the following provisions.

### **Physical Examinations During Employment**

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

The superintendent or designee may require any employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:

1. interferes with the employee's ability to perform essential job functions; or
2. poses a direct threat to the health or safety of the employee or others.

A communicable or other infectious disease may constitute a direct threat. This physical or psychological examination may include a drug or alcohol test by urinalysis, blood analysis, or breathalyzer if the person's supervisor(s) determines that a reasonable suspicion exists to believe the person has used or is under the influence of a controlled substance as defined by the Texas Controlled Substance Act, Art. 4476-15 (Vernon's Texas Civil Statutes); a dangerous drug as defined by the Dangerous Drug Act, Art. 4476-14 (Vernon's Texas Civil Statutes); alcohol; or other drug affecting the person's ability to physically or mentally attend to the duties and responsibilities of his/her position. [See DHE]

The district may designate the physician to perform the examination. If the district designates the physician, the district shall pay the cost of the examination. The district may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the Superintendent or designee shall determine whether the employee has a disability, and if so, whether the disability requires reasonable accommodation, including the use of available leave. The granting of additional unpaid leave may be a reasonable accommodation in some circumstances. If the employee does not have a disability, the Superintendent or designee shall evaluate the employee's eligibility for leave. [See DEC (LOCAL)]

### *Confirmation*

The information that an employee has a communicable disease shall be confirmed by one of the following methods:

1. the employee brings the information to the district's attention;
2. the employee confirms the information when asked;
3. the employee is asked to submit to a medical examination at district expense when the superintendent or designee has reason to believe that the employee has a communicable disease and is unable to perform the functions and duties of the job or poses a direct threat to self or others.

The results of such an examination are medical records in the possession of the examining physician. If the employee consents to have some or all of the results released to the district, the district shall maintain the confidentiality of the information. The superintendent or his/her designee shall request the examining physician's advice regarding any restrictions in duties or necessary accommodations in duties based on the results of the examination. First aid and safety personnel may be informed to the extent necessary for them to provide emergency care.

### *Medical Factors*

The superintendent or his/her designee shall obtain medical advice from local health authorities or private physicians on:

1. the nature of the risk, *i.e.*, how the disease is transmitted;
2. the duration of the risk, *i.e.*, how long the employee will be infectious;
3. the severity of the risk, *i.e.*, what is the potential harm to third parties;
4. the probabilities that the disease will be transmitted and will cause varying degrees of harm;
5. whether the employee's condition interferes with the performance of regular duties. This determination shall be made by a physician who has performed a medical examination of the employee.

### **Qualified Individuals with Disabilities**

If the superintendent or his or her designee determines that work restrictions, reassignment, or exclusion may be appropriate, the superintendent or designee shall determine whether the employee is a "disabled person." If it is determined that an employee is disabled, the superintendent or designee shall also determine if the employee is otherwise qualified for employment. With respect to employment, a "qualified disabled person" is a disabled person who, with or without reasonable accommodation, can perform the essential functions of the job in question. If it is determined that an employee is a "qualified disabled person," the employee must be reasonably accommodated. Accommodation is not reasonable if it poses undue financial or administrative burdens or requires fundamental alterations in the nature of the job or poses a threat to the safety of the disabled person or others.

### **Exclusion from Work**

An employee may be excluded from work if the superintendent or his/her designee, in accordance with this policy, determines that the employee poses a direct threat or risk of harm to other employees or students; the employee poses a direct threat to his/her own health by

remaining on the job; or, the employee's physical or mental condition interferes with the performance of the essential functions and/or regular duties as specified in his/her job description.

The employee may present evidence to the superintendent or his/her designee on any information relevant to the employee's fitness to continue the performance of regular duties.

### **Other Requirements**

If a non-contract employee, for whom a physical examination is required, voluntarily resigns his/her position during the first six months of employment, the cost of the physical examination, including drug test, may be withheld from his/her final paycheck. A non-contract employee who voluntarily resigns or is terminated may have the cost of uniforms deducted from his/her final paycheck if uniforms are not returned within three (3) business days following the separation of employment.

Food service workers shall comply with health requirements established by the city, county and state health authorities.

## **ASSIGNMENT OF EMPLOYEES AND NEPOTISM**

### **Assignment**

All personnel are employed subject to assignment and reassignment by the superintendent or designee. Any employee may request reassignment to another position within the district for which he or she is qualified and in accordance with policies, regulations, and practices of the district.

### **Campus/Site Assignments or Transfers**

In accordance with district policy and administrative procedures, employee transfers for an ensuing school year may be at the initiative of the superintendent or designee, other administrators and also with consideration given to the request of the individual employee. Changes of assignment during the school year requested by employees will seldom be made.

An employee-initiated request for transfer of assignment does not guarantee that such a transfer will be made because each request has to be considered in terms of factors such as:

1. priority and number of transfers which have to be made for administrative reasons (boundary changes, new campuses, returns from leave, etc.);
2. available vacancies;
3. qualifications/certification of the requesting employee; and,
4. campus/worksite needs (principal's/administrator's judgment).

While all requests for transfers initiated by employees should begin with notification of the principal or immediate supervisor, questions about the procedure and transfer periods should be directed to:

Contract professionals: Director of Human Resources (281/517-2680)

Paraprofessionals/hourly wage employees: Director of Ancillary Personnel (281/897-4033).

### Employing Related Employees

In all cases involving employment, fair and equitable hiring practices shall be observed. Persons responsible for employment in the district shall avoid any act or practice that might be interpreted as preferential consideration shown a relative.

No spouse of the superintendent, associate superintendents, or assistant superintendent of human resources shall be employed by the district. If a current employee is promoted to the position of superintendent, associate superintendent, or assistant superintendent of human resources, the continued employment of the spouse will be considered on an individual case-by-case basis.

The provisions of this policy shall not apply to persons employed or assigned before the adoption date of this policy revision; but the administration should direct efforts to eliminate those situations that would not meet these guidelines as circumstances permit. (DC (Local))

### Employment/Assignment of Relatives

Kinship illustrations depict the relationships that violate the nepotism law and Board assignment policy.

### Supervising Related Employees

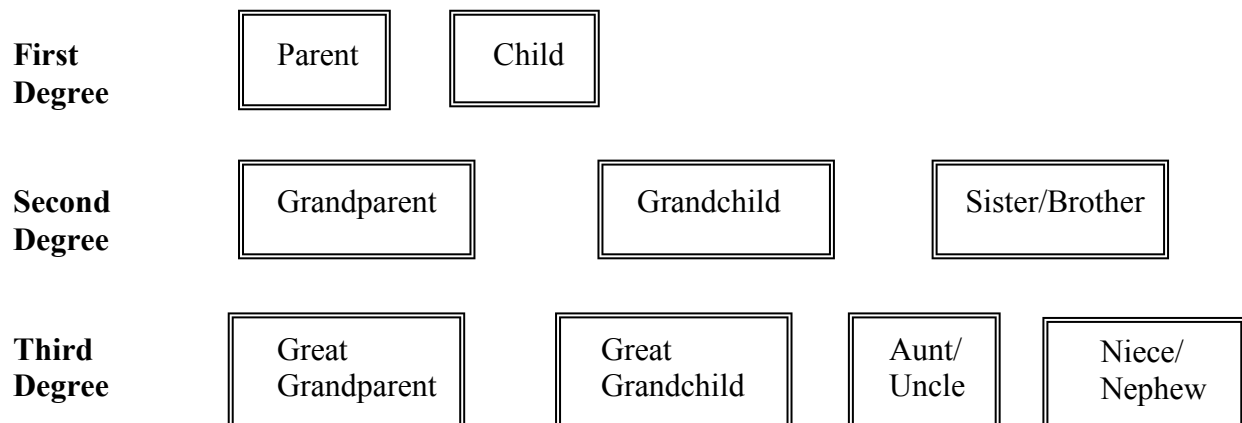
Relatives shall not supervise other family members. Family, defined for this purpose, includes: wife, husband, son, daughter, brother, sister, mother, father, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. [See DK (LOCAL)]

### Current Employees

The provisions of Board Policy DK (Local) addressing related employees shall not apply to persons employed or assigned before the adoption date of the policy revision except as noted. An employee currently working in a department or in a line of authority in which his/her spouse has administrative or supervisory responsibility may remain in his/her current position. A requested change for current employees serving under an exempted condition shall only be considered for a position in another department or line of authority. Efforts to eliminate situations not meeting the guidelines shall be made as circumstances permit.

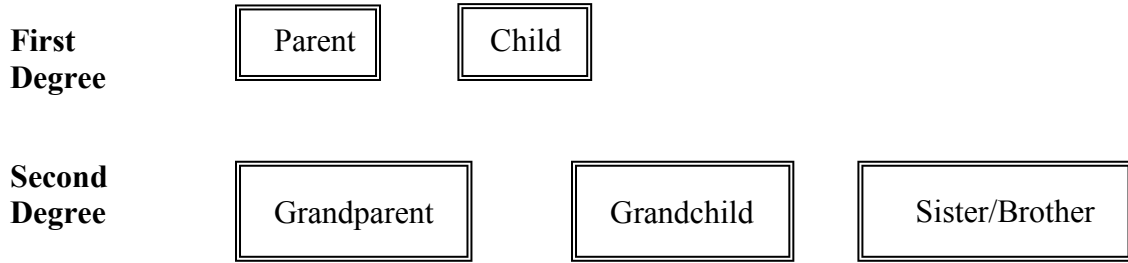
### CONSANGUINITY

(Blood) Kinship





**AFFINITY**  
(Marriage) Kinship



**NOTE:** The spouses of two persons related by blood are not by that fact related. If more than one type of relationship exists, each relationship should be compared to the affinity chart to determine if it violates the nepotism law or Board assignment policy.

**SUPPLEMENTAL DUTIES**

Assigned supplemental duties for which supplemental pay is received may be modified or discontinued by the district or the employee at any time. Paid supplemental duties are not part of the district's contractual obligation to the employee, and employees shall hold no expectation of continuing assignment to any paid supplemental duty.

**WORK SCHEDULES**

The work week and daily time schedules shall be determined by the superintendent or designee and principals, subject to approval by the Board. Exempt employees are required to be at work and on duty during the established work day as determined by the administration. The district has an expectation that exempt employees will be available to attend reasonable school-related activities that may occur outside the established work day. Such exempt employees are not eligible for overtime pay or compensatory time for working beyond 40 hours per week.

**WORK MADE FOR HIRE**

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of his/her employment is owned by the district. Under federal copyright laws this is called "work made for hire." An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

## **EMPLOYEE COMPLAINTS**

Employees shall have the right, in a peaceable manner, to assemble together for their common goals and apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address or remonstrance.

### **Informal Process**

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

### **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**

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 and contained in Board Policy DGBA (Local) by timely filing a written complaint form. 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. The process described in 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.

### **Notice to Employees**

The district shall inform employees of the complaint/grievance policy.

### **Freedom From Retaliation**

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

### **"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 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. However, the Superintendent and the Board reserve the right, upon review of the specific complaint(s) being made, to require the employee to begin the grievance process at a lower level.

## **Evaluations**

Employees may present grievances regarding the evaluation process and shall receive a written response. Grievances involving solely the content of evaluations shall be concluded at the superintendent level. The employee may present a concern involving the content of evaluations to the Board, but the Board shall not substitute its judgment on particular ratings for the professional judgment of a trained evaluator.

## **Complaints**

Board Policy DGBA (Local) is the district's formal grievance policy. In-DGBA, the terms "complaint" and "grievance" shall have the same meaning. DGBA shall apply to all employee complaints, except as provided below:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIA.]
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. {See DIA.]
3. Complaints concerning retaliation relating to discrimination and harassment. [See DIA.]
4. Complaints concerning instructional materials. [See EFA.]
5. Complaints concerning a commissioned peace officer who is an employee of the district. [See CKE.]
6. Complaints arising from the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code. [See DFBB.]
7. Complaints arising from 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. [See DFAA, DFBA, or DFCA, respectively.]

A complaint under DGBA may include:

1. Grievances concerning an employee's wages, hours, or conditions of work;
2. Specific allegations of unlawful discrimination or retaliation based on the employee's exercise of legally protected rights; or
3. Specific allegations of adverse personnel action based on the employee's good faith report to an appropriate law enforcement authority of a violation of a law by the district or a district employee, i.e., "whistleblower complaints." [See DG]
4. Complaints arising from the dismissal or termination of an at-will employee. [See DCD]

## **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 employee’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 DGBA, the day a document is filed is “day zero.” The following business day is “day one.”

**Representative**

“Representative” means any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process. 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 employee’s representative may participate in any formal grievance proceeding, hearing, or conference in person or via telephone conference call. The district may be represented by counsel at any level of the process.

**Consolidating Complaints**

Complaints arising out of an event or 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, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

**Costs Incurred**

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

**Complaint Form**

Complaints under DGBA 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 refiling is within the designated time for filing a complaint.

## **Complaint Process**

### **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; (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 ten 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.

### **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 administrator for the Level One decision. 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 complaint. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The written response issued at Level Two and any attachments.
3. 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 presented 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 district shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable laws. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the employee and 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.

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT**

**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 \_\_\_\_\_ Street Address \_\_\_\_\_

City/Zip \_\_\_\_\_ Home Phone \_\_\_\_\_

2. Position \_\_\_\_\_ Campus/Department \_\_\_\_\_

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

Name \_\_\_\_\_ Street Address \_\_\_\_\_

City/Zip \_\_\_\_\_ Telephone \_\_\_\_\_

4. Please give specific factual details regarding the decision/circumstances causing your complaint. Use additional page if needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. What was the date of the decision or circumstances causing your complaint? \_\_\_\_\_

6. Please explain how you have been harmed by this decision or circumstance. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. With whom did you communicate? \_\_\_\_\_ On what date? \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Employee Signature \_\_\_\_\_ 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.



## **HAZARD COMMUNICATION ACT**

In accordance with the Hazard Communication Act, Cypress-Fairbanks Independent School District maintains a list of certain hazardous chemicals normally present in the workplace and in each work area in amounts exceeding 55 gallons or 500 pounds. This list is updated annually and is available for review upon request.

Employees who use, handle or may be exposed to hazardous chemicals shall be informed of the exposure and shall have ready access to the workplace chemical list and to the most current material safety data sheets which detail physical and health hazards and other pertinent information.

Employees who work with hazardous chemicals shall receive annual training on the hazards of the chemicals and on measures they can take to protect themselves and shall receive appropriate personal protective equipment.

Employees shall not be required to work with hazardous chemicals from unlabeled containers, except portable containers for immediate use when the contents are known to the user.

Employees may file complaints or inquiries with the Texas Department of Health for violations of the Hazard Communication Act and may not be discharged or discriminated against in any manner for the exercise of any rights provided under the Act.

Further information may be obtained from:

Occupational Health Program  
Texas Department of Health  
1100 West 49th Street  
Austin, Texas 78756  
Telephone: 512/834-6603

## **BLOODBORNE PATHOGEN PLAN UNIVERSAL PRECAUTIONS IN THE SCHOOL SETTING**

**PURPOSE:** The purpose of universal precautions is to eliminate or minimize exposure to blood or other potentially infectious body fluids. Treat all blood as potentially infectious. Appropriate barrier precautions should be used to prevent skin and mucous membrane exposure when in contact with blood or bodily fluids of any person.

### 1. Handwashing

Handwashing is an important preventive measure in the spread of disease. Hands and other skin surfaces should be washed after contact with blood or body fluids and after the removal of gloves. Handwashing facilities with germicidal soap are provided for employees who incur exposure to blood or other potentially infectious material. Hand washing should be done with warm water and soap, vigorously scrubbing hands, wrists,

between fingers and under nails. Hands should then be rinsed thoroughly, allowing water to run off finger tips. Dry with paper towel, then use towel to turn off faucet.

## 2. Housekeeping

All surfaces contaminated with blood or body fluids should be disinfected with 1:10 solution of bleach, 70% alcohol, or disinfectant used by plant operations. Use gloves when cleaning up a spill. Call custodian for cleanup of any large spills, or if you need help cleaning contaminated surfaces.

Do not pick up broken glass with bare hands.

Articles contaminated with blood should be triple bagged and thrown away in a garbage can. The nurse has one in her office. If contaminated articles are thrown away in a classroom waste basket, have custodian remove it as soon as possible. If an article is saturated with blood (blood can be squeezed out of it), it should be placed in a triple bagged trash bag.

## 3. Personal Protective Equipment

Gloves (disposable latex or non-latex) – Gloves should always be worn if any contact with blood or body fluids is anticipated. Gloves should be worn only once and thrown away. They should not be washed or decontaminated for reuse and are to be replaced as soon as practical when they become torn, punctured, or when their ability to function as a barrier is compromised. Skin breaks or dermatitis should be covered with a bandage under the gloves. Hands should be washed immediately after removal of gloves. Goggles and masks should be worn whenever droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can be reasonably anticipated. Mucous membranes should be flushed with water immediately if exposure to blood occurs.

## 4. Sharps

Needles or other sharps such as lancets used to test blood sugar in diabetic students should be disposed of in the sharps' container in the nurse's office. The needle should not be recapped or broken.

## 5. General Rules

Minimize splashing as much as possible. Do not eat, drink, put in contacts, apply cosmetics, or lip balms in areas with possible exposure.

**All exposure incidents should be reported to the principal, supervisor, and school nurse.**

For additional information on the district's Bloodborne Pathogen Plan, contact the Director of Health Services, 281/897-4015.

## **ASBESTOS ABATEMENT PROGRAM**

The Cypress-Fairbanks Independent School District, in the spring of 1988, contracted with an environmental consulting company, which was E.P.A. approved, to inspect all of the Cypress-Fairbanks Independent School District buildings for asbestos-containing building materials, write plans, and make recommendations that would contribute to the safeguarding of all building occupants; *i.e.*, employees and students.

These inspections are available for review through the principal's or administrator's office in each building during normal campus hours and days defined by the school calendar. A duplicate set of the same information is contained in the office of the Director of Maintenance, Archie Hayes, who is located at 11430 Perry Road, Houston, Texas, telephone number 281/897-4296. The office of the Director of Maintenance is open throughout the year (except for scheduled holidays) during the hours 7:00 a.m.– 4:00 p.m.

## **PEST CONTROL INFORMATION**

The district regularly has pesticides applied inside buildings by a licensed pest control service. Information regarding the application of pesticides is available from Scott LeDoux, Assistant Director of Maintenance, 11430 Perry Road, Houston, Texas, telephone number 281/897-4297.

## **ELECTRONIC COMMUNICATION AND DATA MANAGEMENT**

The Superintendent or designee will oversee the district's electronic communications system. Additional information regarding electronic media may be found on pages 39-41 of this Handbook.

### **District Technology Resources**

The district has invested in computer technology to broaden instruction and to prepare students for an increasingly digital society. Use of these resources is restricted to students working under a teacher's supervision and/or direction for approved instructional purposes only.

All students and district employees may use district-approved software in accordance with applicable license agreements. Unless otherwise noted in the license, or in the event the software arrived without a license agreement, any duplication of copyrighted software, except for back-up and for archival purposes, is a violation of federal law. The use of any non-district software or the erasing of or tampering with authorized software on district computers is not permitted.

Students or district employees violating these guidelines will face disciplinary action and/or restitution to the district. A copy of the responsible use guidelines is included in this Handbook. Parents are asked to review these guidelines when initially enrolling students in the district. Students (grades 6-12) and all district employees are required to sign and agree to the district's Responsible Use Guidelines regarding appropriate use of these resources.

The statements above are explained in detail in the policies and procedures that follow. The district will provide training in proper use of the system and will provide all users with copies of

responsible use guidelines (Exhibit A). All training in the use of the district's system will emphasize the ethical and safe use of this resource.

### **Consent Requirements**

Copyrighted software or data may not be placed on any system connected to the district's system without permission from the holder of the copyright. Only the copyright owner, or an individual the owner specifically authorizes, may upload copyrighted material to the system.

No original work created by any district student or employee will be posted on a district web page or social media under the district's control unless the district has received written consent from the student (and the student's parent if the student is a minor) or employee who created the work.

No personally identifiable information about a district student will be posted on a district web page or social media under the district's control unless the district has received written consent from the student (and the student's parent if the student is a minor.) An exception may be made for "directory information" as allowed by the Family Educational Rights and Privacy Act and district policy.

### **Filtering**

A committee, chaired by the chief Technology Officer or designee will select, implement, and maintain appropriate technology for filtering Internet sites containing material considered inappropriate or harmful to minors. All Internet access will be filtered for minors and adults on computers with Internet access provided by the school.

The categories of material considered inappropriate and to which access will be blocked will include, but not be limited to: nudity/pornography; images or descriptions of sexual acts; promotion of violence, illegal use of weapons, drug use, discrimination, or participation in hate groups; instructions for performing criminal acts (*e.g.*, bomb making); and on-line gambling.

### **Requests to Disable Filter**

The committee will consider requests from users who wish to use a blocked site for district-approved educational research or other lawful purposes. The committee will make a recommendation to the Chief Technology Officer or designee regarding approval or disapproval to disable the filter for the requested use.

### **System Access**

Access to the district's electronic communications system will be governed as follows:

1. All users will be required to acknowledge their receipt and understanding of the responsible use guidelines as published in the Student Handbook and Code of Conduct for students and the Employee Handbook for employees.
2. Access to the district's electronic communications system, including the Internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations. Limited personal use of the system by employees shall be permitted if the use:
  - a. imposes no tangible cost on the district;

- b does not unduly burden the district's computer or network resources; and,
  - c. has no adverse affect on an employee's job performance.
3. Students will be granted access to the district's system and will be assigned individual accounts. Students are not to share their login/password with others.
  4. As appropriate, district employees will be granted access to the district's system.
  5. The district will require that employee network passwords be changed every 90 days.
  6. Any system user identified as a security risk or as having violated district and/or campus computer use guidelines may be denied access to the district's system.

### **Technology Administrator Responsibilities**

The Chief Technology Officer or designee for the district's electronic communications system (or campus designee) will:

1. be responsible for disseminating and enforcing applicable district policies and responsible use guidelines for the district's system.
2. ensure that all users of the district's system complete and sign annually an agreement to abide by district policies and administrative regulations regarding such use. All such agreements will be maintained on file in the principal's or supervisor's office.
3. ensure that employees supervising students who use the district's system provide training emphasizing the appropriate use of this resource.
4. ensure that all software loaded on computers in the district is consistent with district standards and is properly licensed.
5. be authorized to monitor or examine all system activities, including electronic mail transmissions, as deemed appropriate to ensure student safety on-line and proper use of the system.
6. be authorized to disable a filtering device on the system for district-approved educational research or another lawful purpose, with approval from the Superintendent.
7. set limits for data storage within the district's system, as needed.

### **Monitored Use of Electronic and Web-based Accounts**

Electronic mail transmissions and other use of the electronic communications system by students and employees shall not be considered confidential and may be monitored at any time by designated district staff to ensure appropriate use for educational or administrative purposes. This monitoring may include activity logging, virus scanning and contact scanning.

E-mail cannot be accepted in the following situations that would normally require a parent signature, such as: absence from school excuses, medication administration permission, permission to stay for after school tutorials, early release from school, or field trip permission slips.

Suspected violations of responsible use by employees should be reported to the Associate Superintendent for Human Resources. Suspected violations of responsible use by students should be reported first to the campus principal and, if necessary, by the campus principal to the Assistant Superintendent for Student Services.

If necessary, access to electronic mail accounts for instructional purposes must have campus and district prior approval. The district may allow secure, web-based, student accounts to support

instruction. Students are prohibited from accessing unauthorized e-mail services while using district equipment. Students and teachers may participate in district approved chat rooms in which teachers monitor all student interactions. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and campus administration. Participation in non-district approved social networking sites, such as Facebook Myspace, etc., or the use of any anonymizing technologies (e.g., vtunnel) is prohibited. The use of cell phones and other portable computing devices, such as iPods, tablets, and laptops, can be used for instructional purposes only during the school day. Students using cell phones or other portable computing devices without teacher permission will be held accountable to the cell phone rule use set forth in the Student code of Conduct.

The district has provided students with access to “Digital Lockers,” a network storage location for files. The “digital locker” provides an area where certain school-related student products can be stored from year to year, thus creating the student digital portfolio.

To enforce the Student Responsible Use Guidelines and to maintain the integrity of the network, digital lockers, shared network space, and any district storage space will be monitored by district staff and files such as games, inappropriate images and files will be deleted. External electronic storage devices are subject to monitoring if used with district resources. Student disciplinary action may follow.

#### **District Web Site**

The district will maintain district web site, school websites and social media for the purpose of informing employees, students, parents, and members of the community of district programs, policies, and practices. Requests for publication of information on the district web site must be directed to the Assistant Superintendent for Communication and Community Relations or designee. The Chief Technology Officer or designee and the Assistant Superintendent for Communication or designee will establish guidelines for the development and format of web pages controlled by the district.

See Exhibit A, page 76, regarding student information published on a web site controlled by the district.

#### **District Approved School Web Pages**

[www.cfsid.net](http://www.cfsid.net) is the official website for Cypress-Fairbanks ISD. High schools may publish web pages that present information about school activities, subject to approval from the Assistant Superintendent for Communication and Community Relations or designee, and link to the district’s site. The high school principal will designate the staff member responsible for managing the campus’ web page under the supervision of the Assistant Superintendent for Communication and Community Relations or designee. Any links from a web page to sites outside the district’s computer system must receive approval from the Assistant Superintendent for Communication and Community Relations or designee.

#### **Faculty Web Pages**

The district will provide a service for faculty web pages and training to support the faculty in the development of instructional/informational web pages. All faculty members creating a faculty

web page must use the district provided service. Content posted on faculty web pages must be current and free from erroneous or inappropriate content. Any external web link must be checked using a district computer to verify compliance with the district filtering system before posting to a faculty web page. When creating faculty web pages, the district guidelines for web development received during the initial web training and posted on the Intranet, must be followed.

### **Personal Web Pages**

Employees or students may not misrepresent the district by posting content to the web site or social media purporting to be the official website or social media for the district.

### **Network Etiquette**

System users of e-mail or other communication messaging systems are expected to observe the network etiquette listed below.

1. Be polite; messages typed in capital letters are the computer equivalent of shouting and are considered rude.
2. Use appropriate language; swearing, vulgarity, ethnic or racial slurs, and any other inflammatory language are prohibited.
3. Pretending to be someone else when sending/receiving messages is considered inappropriate.
4. Transmitting obscene messages or pictures is prohibited.
5. Revealing personal addresses or phone numbers of the user or others is prohibited.
6. Be considerate when sending attachments with e-mail by considering whether a file may be too large to be accommodated by the recipient's system or may be in a format unreadable by the recipient.
7. Using the network in such a way that would disrupt the use of the network by other users is prohibited.

### **Termination/Revocation of System User Account**

Termination of an employee's or a student's access for violation of district policies or regulations will be effective on the date the principal or Chief Technology Officer or designee receives notice of an employee's termination or a student's withdrawal or of revocation of system privileges, or on a future date if so specified in the notice.

### **Disclaimer**

The district's system is provided on an "as is, as available" basis. The district does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The district does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error free, or that defects will be corrected.

Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the system are those of the providers and not the district.

The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district's electronic communications system.

## **EXHIBIT A**

### **NETWORK/INTERNET RESPONSIBLE USE GUIDELINES**

Network/Internet access is available to students, teachers and staff in the Cypress-Fairbanks Independent School District (“the district”). The Internet is a network connecting millions of computer users all over the world. The Internet enables worldwide connections to electronic mail, discussion groups, databases, software, and other information sources, such as libraries and museums. The district provides Network/Internet access to promote educational excellence in the district by facilitating resource sharing, innovation, and communication. The district firmly believes that the valuable information and interaction available on the Network/Internet far outweighs the possibility that users may procure material that is not consistent with the educational goals of the district.

#### **Network/Internet - Terms and Conditions**

##### **Training**

The district will provide training in proper use of the system and will provide all users with copies of responsible use guidelines. All training in the use of the district's system will emphasize legal, ethical, and safe use of this resource. The school district will educate all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

##### **Risk**

Sites accessible via the Network/Internet may contain material that is illegal, defamatory, inaccurate or controversial. **Although the district will attempt to limit access to objectionable material by using filtering software, controlling all materials on the Network/Internet is impossible.** With global access to computers and people, a risk exists that students may access material that may not be of educational value in the school setting.

##### **Monitored Use**

Electronic mail transmissions and other use of the electronic communications system by students and employees shall not be considered confidential and may be monitored at any time by designated district staff to ensure appropriate use for educational or administrative purposes. This monitoring may include activity logging, virus scanning, and content scanning.

E-mail cannot be accepted in the following situations that would normally require a parent signature, such as: absence from school excuses, medication administration permission, permission to stay for after school tutorials, early release from school, or field trip permission slips.

Suspected violations of responsible use by employees should be reported to the Associate Superintendent for Human Resources. Suspected violations of responsible use by students



should be reported first to the campus principal and, if necessary, by the campus principal to the Assistant Superintendent for Student Services.

If necessary, access to electronic mail accounts for instructional purposes must have campus and district prior approval. The district may allow secure, web-based, student accounts to support instruction. Students are prohibited from accessing unauthorized e-mail services while using district equipment.

Students and teachers may participate in district approved chat rooms in which teachers monitor all student interactions. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and campus administration. Participation in non-district approved social networking sites, such as Facebook, Myspace, etc., or the use of any anonymizing technologies (e.g. vtunnel) is prohibited. The use of cell phones and other portable computing devices, such as iPods, tablets and laptops, can be used for instructional purposes only during the school day. Students using cell phones or other portable computing devices without teacher permission will be held accountable to the cell phone rule use set forth in the Student Code of Conduct.

The district has provided students with access to “Digital Lockers,” a network storage location for files. The “digital locker” provides an area where certain school-related student products can be stored from year to year, thus creating the student digital portfolio.

To enforce the Student Responsible Use Guidelines and to maintain the integrity of the network, digital lockers, shared network space, and any district storage space will be monitored by district staff and files such as games, inappropriate images and files will be deleted. External electronic storage devices are subject to monitoring if used with district resources. Student disciplinary action may follow.

### **User Responsibilities**

Network/Internet users, (students and district employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the Network/Internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from a campus administrator or district level administrator.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by district policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, district policy, and administrative regulations.
4. Employees and students may not share sensitive district documents, such as test answer keys, via the Internet.

5. Students are not permitted to use district technology to search the Internet for non-educational purposes. This includes “free search/surf” of the Internet which is defined as unsupervised searching of the Internet without an approved educational purpose.
6. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must **immediately** back out of the area on the Internet containing educationally inappropriate material. The user must then notify the teacher or campus/building administrator of the site address that should be added to the filtering software, so that it can be removed from accessibility.

## **Publishing on the Internet**

### **Recognition**

First and last names and grade level may be used on the Internet to recognize personal achievements.

*Permission for the following items is granted or denied through the initial Emergency Information and Medical/Parent Authorization Form given to each student at the beginning of the school year.*

### **Student Work:**

Student work will only be published on a cfisd.net web page, social media or Project Share, a state-sponsored web page for students, only with parental permission. Examples of published work could include short stories, poems, slide shows, and/or artwork. First and/or last names may be included with the student work.

### **Photographs:**

Student photographs will be published on a cfisd.net web page, social media or Project Share, a state-sponsored web page for students, only with parental permission. If a photograph of the student is included with the posting of the recognition and/or student work, the first and/or last name may be included with the photograph.

### **Exceptions to the above:**

Any exceptions to the items above will be secured through the Communication Office. Individual campuses may elect not to publish student work and/or photographs on the campus website even though the parent has given permission to do so.

### **Web Authoring:**

The district, the campuses, and the faculty have an authorized web site and social media. Students, district employees, and community members are prohibited from authoring a private website or social media which represents itself as the official site for the district. For example, this would include but not be limited to campus and department sites.

### **Network Etiquette**

System users of e-mail or other communication messaging systems are expected to observe the network etiquette listed below.

1. Be polite; messages typed in capital letters are the computer equivalent of shouting and are considered rude.

2. Use appropriate language; swearing, vulgarity, ethnic or racial slurs, and any other inflammatory language are prohibited.
3. Pretending to be someone else when sending/receiving messages is considered inappropriate.
4. Transmitting obscene messages or pictures is prohibited.
5. Revealing personal addresses or phone numbers of the user or others is prohibited.
6. Be considerate when sending attachments with e-mail by considering whether a file may be too large to be accommodated by the recipient's system or may be in a format unreadable by the recipient.
7. Using the network in such a way that would disrupt the use of the network by other users is prohibited.

### **Inappropriate Use**

Inappropriate use includes, but is not limited to, those uses that violate the law, that are specifically named as violations below, that violate the rules of network etiquette, or that hamper the integrity or security of this or any networks connected to the Network/Internet. Please refer to the "Consequences of Violation" section of this document.

**Commercial Use:** Use for commercial purposes, income-generating or "for-profit" activities, product advertisement, or political lobbying is prohibited. Sending unsolicited junk mail, or chain letters, is prohibited.

**Vandalism/Mischief:** Vandalism and mischief are prohibited. Vandalism is defined as any malicious attempt to harm or destroy data of another user, hardware, peripherals, the district network and Internet, or any networks that are connected to the district network. This includes, but is not limited to, the creation or propagation of computer viruses. Any interference with the work of other users, with or without malicious intent, is construed as mischief and is prohibited.

**Playing Games and Downloading Music or Video Files or Game Files:** These activities are prohibited unless approved for educational purposes.

**Electronic Mail Violations:** Forgery of electronic mail messages is prohibited. Reading, deleting, copying, or modifying the electronic mail of other users, without permission, is prohibited.

**File/Data Violations:** Deleting, examining, copying, or modifying files and/or data belonging to or created by other users, without permission, is prohibited.

**System Interference/Alteration:** Deliberate attempts to exceed, evade or change resource quotas are prohibited. The deliberate causing of network congestion through mass consumption of system resources is prohibited.

**Unauthorized Disclosure:** Unauthorized disclosure, use and dissemination of personal information regarding students and employees are prohibited.

## **Security**

### **Reporting Security Problems**

If a user identifies or has knowledge of a security problem on the Network/Internet, such as filtering software not working, the user should immediately notify a teacher, administrator or the System Administrator. The security problem should not be shared with others.

### **Impersonation**

Attempts to log on to the Network/Internet impersonating a system administrator or district employee will result in revocation of the user's access to Network/Internet.

### **Other Security Risks**

Any user identified as having had access privileges revoked or denied on another computer system may be denied access to the district's Network/Internet.

### **Violations of Law**

Transmission of any material in violation of any US or state law is prohibited. This includes, but is not limited to: copyrighted material, threatening, harassing, or obscene material; or material protected by trade secret. Any attempt to break the law through the use of a district Network/Internet account may result in litigation against the offender by the proper authorities. If such an event should occur, the district will fully comply with the authorities to provide any information necessary for the litigation process.

### **Consequences of Violations**

Any attempt to violate the provisions of these guidelines may result in revocation of the user's access to the Network/Internet, regardless of the success or failure of the attempt. In addition, disciplinary action consistent with the district discipline policy and/or appropriate legal action, which may include restitution, may be taken. District administrators will make the final determination as to what constitutes inappropriate use. With just cause, the System Administrator or other administrator, may deny, revoke, or suspend Network/Internet access as required, pending the outcome of an investigation.

## **COMPUTER SOFTWARE POLICY**

In accordance with Board Policy EFE (LOCAL) and Administrative Regulation EFE-R, it is the practice of the district to respect all computer software copyrights and to adhere to the terms of all software licenses to which the district is a party. Technology Services is charged with the responsibility of enforcing these guidelines.

All computer software installed on district equipment must be purchased, reported to and installed by Technology Services, or its designee. Software acquisition is restricted to ensure that the school district has a complete record of all software that has been purchased for district computers and can register, support, and upgrade such software accordingly. Software on district computers used for instructional and/or administrative purposes must be approved by a district curriculum coordinator and Technology Services.

Students, district employees, and volunteers may not duplicate any licensed software or related documentation for use either on the district's premises or elsewhere unless Technology Services is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject the employee and/or the school district to both civil and criminal penalties under the United States Copyright Act.

Students, district employees, and volunteers may not give software to any third party including relatives, clients, contractors, etc. District employees, students, and volunteers may use district-approved software on local area networks or on multiple machines only in accordance with applicable license agreements.

For further information regarding the purchase and installation of computer software, please call the district's HELP Desk at 281.897.HELP (4357).

#### **DISCLAIMER**

These guidelines apply to stand-alone computers as well as computers connected to the Network/Internet. The district makes no warranties of any kind, whether expressed or implied, for the services it is providing and is not responsible for any damages suffered by users. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its negligence or user errors or omissions. The district is not responsible for phone/credit card bills or any other charges incurred by users. Use of any information obtained via the Network/Internet is at the user's own risk. The district specifically denies any responsibility for the accuracy or quality of information obtained through its services. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third party individuals in the system are those of the providers and not the district. The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district's electronic communications system.

### **CYPRESS-FAIRBANKS ISD E-MAIL USAGE GUIDELINES GENERAL E-MAIL USAGE GUIDELINES**

1. Cypress-Fairbanks ISD Board Policy CQ (LOCAL), CQ (Regulation) and Exhibit A of the Student Handbook regulate the use of e-mail.
2. E-mail is a district service provided by public funds. E-mail is for instructional, administrative, and limited personal use. Sending jokes, chain letters, etc. via e-mail is considered an inappropriate use of district equipment.
3. E-mail is viewed as a public document and can become part of a legal process. Care should be given to the tone of the e-mail. Also, grammar and spelling (consider using the Spell Check feature of the district's e-mail system) should be checked before an e-mail is sent. As stated in Board policy, e-mail shall not be considered confidential and may be monitored. Remember that e-mail can be sent to others without one's knowledge.

4. School personnel should service their e-mail at appropriate times. For example, teachers should service their e-mail before and after school, during their lunch breaks, and during conference periods.
5. Building administrators should approve an e-mail distributed to an entire campus staff. School employees should follow district and school guidelines when distributing an e-mail to the entire school staff.
6. Email should be positive or informative and never negative in content.
7. Use proper e-mail etiquette as described in "CFISD Netiquette."
8. Revealing personal addresses or phone numbers of others is prohibited.
9. E-mail should be professional in nature, to the point and signed correctly. See examples in "CFISD Netiquette."
10. Use good judgment in forwarding any e-mail. Ensure that privacy considerations are taken into account. See "CFISD Netiquette."
11. If you will be unable to receive your e-mail for an extended period of time (e.g., two or more days), please use the "Out of Office Alert" feature in the district's e-mail system. Training will be provided as necessary.
12. Consider using a "signature file" at the end of your e-mail in order to adequately identify yourself and to eliminate the need for you to enter the information each time you send an e-mail. Training will be provided as necessary.

### **School Personnel to Parent E-mail Usage Guidelines**

Any time school personnel use e-mail to communicate with parents, whether at school or at home, they are representing themselves as district employees and should adhere to the district's General E-mail Usage Guidelines as well as the School Personnel to Parent E-mail Usage Guidelines listed below. This does not mean that all school personnel must use e-mail to communicate with parents; however, if a school employee chooses to use e-mail as a form of parent communication, Cypress-Fairbanks ISD has established the following guidelines.

1. E-mail should be used after face to face parent contact has been established and authentication of the parent's e-mail address is verified.
2. Using e-mail as a form of parent communication should follow campus personnel-to-parent communication guidelines. E-mail should be returned in a timely fashion just as any other communication with parents (e.g., 24 hour rule on returning a parent telephone call).
3. Before sending a class/course group e-mail, school personnel should secure written parent permission. This precaution should be taken because the e-mail could reveal the e-mail addresses of the group list.
4. If an e-mail is received that causes concern, a school administrator should be alerted.
5. Use good judgment in forwarding any e-mail. Ensure that privacy considerations are taken into account. (e.g., FERPA (Family Educational Rights to Privacy Act) prohibits sharing information about a child with anyone other than the child's parent or legal guardian.)

**Appropriate information to share with parents via e-mail:**

1. Upcoming events specific to a teacher's classroom (*e.g.*, units of study, field days, community service projects, concerts, performances, etc.);
2. Six-weeks assignments (book reports, projects, tests, etc.);
3. Deadlines for various school activities (fundraisers, permission slips, field trips, testing dates for SAT, etc.);
4. Scheduling of parent conference requests;
5. Specific requests for grades by a parent (If more explanation is needed, request a parent conference.);
6. Positive social interactions with classmates as long as other students' names are not mentioned.

**District Guidelines prohibit school personnel from communicating the following information with parents via e-mail:**

1. Discipline situations, (*e.g.*, rude behavior, use of inappropriate language, fighting, etc.);
2. Student behavior (sleeping in class, not prepared for class, tardiness, attitude, etc.);
3. Any information related to another student because of FERPA (Family Educational Rights to Privacy Act) guidelines.

E-mail cannot be accepted in the following situations which would normally require a parent signature, such as:

- √ absence from school excuses;
- √ medication administration permission;
- √ permission to stay for after school tutorials;
- √ early release from school; or,
- √ field trip permission slips.

**CFISD NETIQUETTE**

**What is Netiquette?**

Netiquette is short for "network etiquette." It refers to proper user behavior on electronic networks.

***Your Responsibility to Others***

**Think About Your Audience**

When you post an article or send a message, think about the people you are trying to reach. Never forget that the person on the other end is human. Because your interaction with the network is through a computer, it is easy to forget that there are people "out there." Remember that people who may not know you well are reading your words. Try not to say anything to others you would not say to them in person in a room full of people.

**Keep Your Mail Messages and Postings Brief but Clear**

Express your thoughts succinctly and they will have greater impact. Make sure that the article or message is easy to read and understand. Try to balance brevity with enough details to be understood when read "cold" by someone not as totally involved with the topic as you may be.

### **Use Descriptive Titles**

The subject line of an article or a mail message tells people what the article is about before they read it and is there to enable a person to quickly decide whether or not to read your article. Keep your subjects short and to the point.

### **Do Not Lobby or Advertise**

Lobbying and advertising are not appropriate on the CFISD network. Such activities violate the "Cy-Fair ISD Acceptable Use Policy."

### **Be Cautious With Confidences When Forwarding E-mail**

Mail is addressed to the person or persons that the originator intended to read the message. Forwarding that message to others or including portions of it in responses to others is a violation of confidence between the originator and the original addressee. Be careful that messages you receive don't have other messages below the one you received that were not intended for others. In writing a message that you specifically do **not** want to be forwarded, you should state that in your message.

### **Identify Yourself Appropriately**

Signatures should tell something about you, but need not be lengthy. The main purpose of a signature is to help others locate/place you. Every signature should include at least your complete e-mail address and preferably your location in **four lines or less**.

### **Appropriate Use of a Signature File**

Two styles of "signature files" would be appropriate:

1. Formal
2. Informal

- 1) A **Formal** style could/should be used with parents/guardians. It should include one's name, title, association/organization, etc.

Tammy W. Doe  
English Department Chair  
Cy-Fair High School  
tammy.doe@cfisd.net

Cy-Fair High School  
P.O. Box 123  
Houston, Texas 77065  
Phone: (281) 693-6789  
Fax: (281) 693-6788

- 2) An **Informal** style should have at least one's name and location at a minimum. It should say the city or organization to let the receiver/reader put the person in perspective. It should be used when corresponding with those who may not remember just who/where you are:

Tammy W. Doe, English Department Chair  
Cy-Fair High, Houston, TX  
tammy.doe@cfisd.net



It is inappropriate to include a long signature file like the first example above when corresponding with close friends and associates, and it is unnecessary. But, on the other hand, it is courteous to include information about your location and address.

### **Avoid "Flames"**

"Flames" are messages or replies that express anger or might anger the reader. Expressing anger, being critical or criticizing others, or humiliating someone else is a flame or will cause flames. Correcting the spelling or grammar of others is not appropriate.

### **Your Mail Box Responsibility**

The content and maintenance of a user's electronic mail box is the user's responsibility. Check e-mail daily/often; delete unwanted messages immediately since they take up disk storage.

### **Electronic Communications**

- Keep paragraphs and messages short and to the point.
- Focus on one subject per message.
- Be professional and circumspect when writing about others. E-mail is easily forwarded.
- Follow chain of command procedures for corresponding with superiors. For example, don't send a complaint via e-mail directly to the "top" just because you can.
- Don't use the Cy-Fair network for commercial work.
- Include your appropriate signature at the bottom of e-mail messages as necessary.
- Capitalize words only to highlight an important point or to distinguish a title or heading. \*Asterisks \* surrounding a word also can be used to make a stronger point. Using all caps means you are shouting.
- Do not use sarcasm and humor. Without face to face communications, your joke may be viewed as criticism.
- Respect and adhere to copyright and license agreements.

## **AMERICANS WITH DISABILITIES ACT COORDINATOR**

The district designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Acts of 1973.

NAME: Chairita Franklin  
POSITION: Assistant Superintendent, Human Resources  
ADDRESS: P.O. Box 692003, Houston, Texas 77269-2003  
TELEPHONE: 281-897-4030

Requests for accommodations under ADA from current employees must be made in writing to the immediate supervisor. The supervisor, working in consultation with an appropriate member of the Human Resources Department, will provide a written job description to which a health care provider must provide written medical certification of the employee's inability to perform specific essential functions without accommodation. Inquiries from employees and/or supervisors should be made to the following in the Human Resources Department:

Professional  
Ancillary Personnel

Laura Harman  
Janet K. Price

281-897-4099  
281-897-4033

### **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:

NAME: Deborah Stewart  
POSITION: Associate Superintendent, Human Resources and Student Services  
ADDRESS: P.O. Box 692003, Houston, Texas 77269-2003  
TELEPHONE: 281-897-4030

### **504 COORDINATOR**

The district designates the following person to coordinate its efforts to comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations:

NAME: Dan McIllduff  
POSITION: Assistant Superintendent, Educational Support Services  
ADDRESS: P. O. Box 692003, Houston, Texas 77269-2003  
TELEPHONE: 281-897-6416

### **PROCEDURES RELATING TO REPORTING CHILD ABUSE/NEGLECT**

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 SBEC and 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 functions;
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.

Reports to Child Protective Services can be made to any law enforcement agency or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person 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 agency. 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 it 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.

## STUDENT INFORMATION

The Student Code of Conduct and Handbook is available online at [www.cfsd.net](http://www.cfsd.net). If you would like a hard copy of the document, contact your building principal or the Office of Student Services at 281/897-3879.

### **Parental Consent to Leave Campus**

A student will not be released from school at times other than regular dismissal hours except with the principal's or designee's permission or according to campus sign-out procedures.

A student who needs to leave campus:

- must bring a note from his/her parent/legal guardian/supervisory adult specifying the reason for the absence, the release time, and the person picking up the student;
- should deliver the note to the attendance office/receptionist;
- will receive a pass to be released at the specified time;
- will be sent to the receptionist/attendance office to wait to be released to the appropriate person;
- is to be signed out by the appropriate person by the attendance office/receptionist;
- will be marked absent by teachers during his/her absence;
- must provide a parent's or doctor's note upon his/her return to school;
- may have attendance code modified by attendance secretary to reflect the absence;

- will have note placed in the student's attendance file.

NOTE: High school only — The school will contact parent/legal guardian/supervisory adult to verify note.

Unless a court order provides to the contrary, a student will be released to either parent of the student. In the event that one parent has limited custodial or visitation privileges, the school must be provided a copy of the most current court order stipulating the custody agreement. In the event a student has a guardian, the school will release the student to his/her legal guardian. The only other person(s) to whom a student will be released at parent/guardian request are those who have been given written permission by the parent or legal guardian. In the event the school initiates removal/release of the student, the student will only be released to persons designated on the school's Emergency Information and Medical/Parent Authorization form. **All persons, including parents, should be prepared to present a picture ID to school officials when requesting the release of a student.**

## **IV. BENEFITS**

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
NOTICE OF PRIVACY PRACTICES**

**REQUIRED NOTIFICATION**

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THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

**PLEASE REVIEW IT CAREFULLY.**

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**OUR LEGAL DUTIES**

We are required by law to reasonably safeguard the privacy of your Protected Health Information (PHI). We are also required to give you this notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information, whether oral or recorded in any medium, that is created or received by entities such as health care providers, health plans, or employers, and relates to the physical or mental health or condition of an individual, or to the payment for the provision of health care to an individual and that is maintained in a designated record set(s).

We are required to abide by the terms of this notice currently in effect. We reserve the right to change our privacy practices and the terms of this notice for all protected health information we maintain even if it was created or received before issuing the revised notice. If a material revision is made, we will distribute a copy of the revised notice.

This notice takes effect on April 14, 2003, and remains in effect until we replace it.

You may request a copy of this notice at any time or you may view it on our website at [www.cfisd.net](http://www.cfisd.net). For more information about our privacy practices, or for additional copies of this notice, please contact the individuals designated at the end of this notice.

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**USES AND DISCLOSURES**

The following categories describe different ways that the Plan may use and disclose your PHI. For each category of uses and disclosures we will explain what we mean and, where appropriate, provide examples for illustrative purposes. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted or required to use and disclose PHI will fall within one of the categories.

**Your Authorization** – Except as outlined below or otherwise permitted by law, the Plan will not use or disclose your PHI unless you have signed a form authorizing the Plan to use or disclose specific PHI for an explicit purpose to a specific person or group of persons. You have the right to revoke that authorization in writing except to the extent that the Plan has taken action in reliance upon the authorization.

**Uses and Disclosures for Payment** –The Plan may use and disclose your PHI as necessary for benefit payment purposes without obtaining an authorization from you. The persons to whom the Plan may disclose your PHI for payment purposes include your health care providers that are billing for or requesting a prior authorization for their services and treatments of you, other health plans providing benefits to you, and your approved family member or guardian who is responsible for amounts, such as deductibles and co-insurance, not covered by the Plan.

For example, the Plan may use or disclose your PHI, including information about any medical procedures and treatments you have received, are receiving, or will receive, to your doctor, your spouse's or other health plan under which you are covered, and your spouse or other family members, unless you object, in order to process your benefits under the Plan. Examples of other payment activities include determinations of your eligibility or coverage under the Plan, annual premium calculations based on health status and demographic characteristics of persons covered under the Plan, billing, claims management, reinsurance claims, review of health care services with respect to medical necessity, utilization review activities, and disclosures to consumer reporting agencies.

**Uses and Disclosures for Health Care Operations** – The Plan may use and disclose your PHI as necessary for health care operations without obtaining an authorization from you. Health care operations are those functions of the Plan it needs to operate on a day-to-day basis and those activities that help it to evaluate its performance. Examples of health care operations include underwriting, premium rating or other activities relating to the creation, amendment or termination of the Plan, and obtaining reinsurance coverage. Other functions considered to be health care operations include business planning and development; conducting or arranging for quality assessment and improvement activities, medical review, and legal services and auditing functions; and performing business management and general administrative duties of the Plan, including the provision of customer services to you and your covered dependents.

**Use or Disclosure of Genetic Information Prohibited.** The Genetic Information Nondiscrimination Act of 2009 (GINA), and regulations promulgated thereunder, specifically prohibit the use, disclosure or request of PHI that is genetic information for underwriting purposes. Genetic information is defined as (1) your genetic tests; (2) genetic tests of your family member; (3) family medical history, or (4) any request of or receipt by you or your family members of genetic services. This means that your genetic information cannot be used for enrollment, continued eligibility, computation of premiums, or other activities related to underwriting, even if those activities are for purposes of health care operations or being performed pursuant to your written authorization.

**Family and Friends Involved in Your Care** – If you are available and do not object, the Plan may disclose your PHI to your family, friends, and others who are involved in your care or payment of a claim. If you are unavailable or incapacitated and the Plan determines that a limited disclosure is in your best interest, the Plan may share limited PHI with such individuals. For example, the Plan may use its professional judgment to disclose PHI to your spouse concerning the processing of a claim. If you do not wish us to share PHI with your spouse or others, you may exercise your right to request a restriction on our disclosures of your PHI (see below),

including having correspondence the Plan sends to you mailed to an alternative address. The Plan is also required to abide by certain state laws that are more stringent than the HIPAA Privacy Standards, for example, Indiana gives your minor child the rights to consent to his or her own treatment and, under HIPAA, to direct who may know about the care he or she receives. There may be an instance when your minor child would request for you not to be informed of his or her treatment and the Plan would be required to honor that request.

**Business Associates** – Certain aspects and components of the Plan’s services are performed through contracts with outside persons or organizations. Examples of these outside persons and organizations include our third party administrator, reinsurance carrier, agents, attorneys, accountants, banks, and consultants. At times it may be necessary for us to provide certain of your PHI to one or more of these outside persons or organizations. However, if the Plan does provide your PHI to any or all of these outside persons or organizations, they will be required, through contract or by law, to follow the same policies and procedures with your PHI as detailed in this Notice or to issue their own Notice of Policies and Procedures detailing their uses and disclosures of your PHI.

**Plan Sponsor** – The Plan may disclose a subset of your PHI, called summary health information, to the Plan Sponsor in certain situations. Summary health information summarizes claims history, claims expenses, and types of claims experienced by individuals under the Plan but all information that could effectively identify whose claims history has been summarized has been removed. Summary health information may be given to the Plan Sponsor when requested for the purposes of obtaining premium bids, for providing coverage under the Plan, or for modifying, amending or terminating the Plan. The Plan may also disclose to the Plan Sponsor whether you are enrolled in or have disenrolled from the Plan.

**Other Products and Services** – The Plan may contact you to provide information about other health-related products and services that may be of interest to you without obtaining your authorization. For example, the Plan may use and disclose your PHI for the purpose of communicating to you about health benefit products or services that could enhance or substitute for existing coverage under the Plan, such as long term health benefits or flexible spending accounts. The Plan may also contact you about health-related products and services, like disease management programs that may add value to you, as a covered person under the Plan. However, the Plan must obtain your authorization before the Plan sends you information regarding non-health related products or services, such as information concerning movie passes, life insurance products, or other discounts or services offered to the general public at large.

**Other Uses and Disclosures** – Unless otherwise prohibited by law, the Plan may make certain other uses and disclosures of your PHI without your authorization, including the following:

- The Plan may use or disclose your PHI to the extent that the use or disclosure is required by law.
- The Plan may disclose your PHI to the proper authorities if the Plan suspects child abuse or neglect; the Plan may also disclose your PHI if we believe you to be a victim of abuse, neglect, or domestic violence.



- The Plan may disclose your PHI if authorized by law to a government oversight agency (e.g., a state insurance department) conducting audits, investigations, or civil or criminal proceedings.
- The Plan may disclose your PHI in response to a court order specifically authorizing the disclosure, or in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request), provided written and documented efforts by the requesting party have been made to (1) notify you of the disclosure and the purpose of the litigation, or (2) obtain a qualified protective order prohibiting the use or disclosure of your PHI for any other purpose than the litigation or proceeding for which it was requested.
- The Plan may disclose your PHI to the proper authorities for law enforcement purposes, including the disclosure of certain identifying information requested by police officers for the purpose of identifying or locating a suspect, fugitive, material witness or missing person; the disclosure of your PHI if you are suspected to be a victim of a crime and you are incapacitated; or if you are suspected of committing a crime on the Plan (e.g., fraud).
- The Plan may use or disclose PHI to avert a serious threat to health or safety.
- The Plan may use or disclose your PHI if you are a member of the military, as required by armed forces services, and the Plan may also disclose your PHI for other specialized government functions such as national security or intelligence activities.
- The Plan may disclose your PHI to state or federal workers' compensation agencies for your workers' compensation benefit determination.
- The Plan may, as required by law, release your PHI to the Secretary of the Department of Health and Human Services for enforcement of the HIPAA Privacy Rules.

**Verification Requirements** -- Before the Plan discloses your PHI to anyone requesting it, the Plan is required to verify the identity of the requester and the requester's authority to access your PHI. The Plan may rely on reasonable evidence of authority such as a badge, official credentials, written statements on appropriate government letterhead, written or oral statements of legal authority, warrants, subpoenas, or court orders.

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## **INDIVIDUAL RIGHTS**

To request to inspect, copy, amend, or get an accounting of PHI pertaining to your PHI in the Plan, you may contact the individuals designated at the end of this notice.

**Right to Inspect and Copy Your PHI** – You have the right to request a copy of and/or inspect your PHI that the Plan maintains, unless the PHI was compiled in reasonable anticipation of litigation or contains psychotherapy notes. In certain limited circumstances, the Plan may deny your request to copy and/ or inspect your PHI. In most of those limited circumstances, a licensed health care provider must determine that the release of the PHI to you or a person authorized by you, as your “personal representative,” may cause you or someone else identified in the PHI harm. If your request is denied, you may have the right to have the denial reviewed by a designated licensed health care professional that did not participate in the original decision. Requests for access to your PHI must be in writing and signed by you or your personal representative. You may ask for a *Participant PHI Inspection Form* from the Plan through the Privacy Office at the address below. If you request that the Plan copy or mail your PHI to you, the Plan may charge you a fee for the cost of copying your PHI and the postage for mailing your

PHI to you. If you ask the Plan to prepare a summary of the PHI, and the Plan agrees to provide that explanation, the Plan may also charge you for the cost associated with the preparation of the summary.

**Right to Request Amendments to Your PHI** – You have the right to request that PHI the Plan maintains about you be amended or corrected. The Plan is not obligated to make requested amendments to PHI that is not created by the Plan, not maintained by the Plan, not available for inspection, or that is accurate and complete. The Plan will give each request careful consideration. To be considered, your amendment request must be in writing, must be signed by you or your personal representative, must state the reasons for the amendment request, and must be sent to the Privacy Office at the address below. If the Plan denies your amendment request, the Plan will provide you with its basis for the denial, advise you of your right to prepare a statement of disagreement which it will place with your PHI, and describe how you may file a complaint with the Plan or the Secretary of the US Department of Health and Human Services. The Plan may limit the length of your statement of disagreement and submit its own rebuttal to accompany your statement of disagreement. If the Plan accepts your amendment request, it must make a reasonable effort to provide the amendment to persons you identify as needing the amendment or persons it believes would rely on your unamended PHI to your detriment.

**Right to Request an Accounting for Disclosures of Your PHI** – You have the right to request an accounting of disclosures of your PHI that the Plan makes. Your request for an accounting of disclosures must state a time period that may not be longer than six years and may not include dates before April 14, 2004. Not all disclosures of your PHI must be included in the accounting of the disclosures. Examples of disclosures that the Plan is required to account for include those pursuant to valid legal process, or for law enforcement purposes. Examples of disclosures that are not subject to an accounting include those made to carry out the Plan's payment or health care operations, or those made with your authorization. To be considered, your accounting requests must be in writing and signed by you or your personal representative, and sent to the Privacy Office at the address below. The first accounting in any 12-month period is free; however, the Plan may charge you a fee for each subsequent accounting you request within the same 12-month period.

**Right to Place Restrictions on the Use and Disclosure of Your PHI** – You have the right to request restrictions on certain of the Plan's uses and disclosures of your PHI for payment or health care operations, disclosures made to persons involved in your care, and disclosures for disaster relief purposes. For example, you may request that the Plan not disclose your PHI to your spouse. Your request must describe in detail the restriction you are requesting. The Plan is not required to agree to your request, but will attempt to accommodate reasonable requests when appropriate. The Plan retains the right to terminate an agreed-to restriction if it believes such termination is appropriate. In the event of a termination by the Plan, it will notify you of the termination. You also have the right to terminate, in writing or orally, any agreed-to restriction. Requests for a restriction (or termination of an existing restriction) may be made by contacting the Plan through the Privacy Office at the telephone number or address below.

**Request for Confidential Communications** – You have the right to request that communications regarding your PHI be made by alternative means or at alternative locations.

For example, you may request that messages not be left on voice mail or sent to a particular address. The Plan is required to accommodate reasonable requests if you inform the Plan that disclosure of all or part of your information could place you in danger. The Plan may grant other requests for confidential communications in its sole discretion. Requests for confidential communications must be in writing, signed by you or your personal representative, and sent to the Privacy Office at the address below.

**Right to a Copy of the Notice** – You have the right to a paper copy of this Notice upon request by contacting the individuals designated at the end of this notice.

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### **QUESTIONS AND COMPLAINTS**

If you have questions, concerns, or complaints about our privacy practices please contact us.

**KAREN SMITH, ASSISTANT SUPERINTENDENT (281) 897- 4020**

**STUART SNOW, ASSOCIATE SUPERINTENDENT (281) 897-3856**

If you believe that your privacy rights have been violated or you are concerned about a decision relating to access, restriction, amendment, accounting, or notice, you may file a grievance with the contact person listed below. You may also submit a written complaint to the Secretary of the U.S. Department of Health and Human Services at: Region VI, Office for Civil Rights, U.S. Department of Health and Human Services, 1301 Young Street, Suite 1169, Dallas, Texas 75202; or by e-mail at: [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov).

The privacy of your health information is important to us. We will not retaliate against you for filing a complaint.

## GROUP MEDICAL INSURANCE PROGRAM

### PAPERLESS ONLINE ENROLLMENT IS REQUIRED FOR ALL NEWLY HIRED EMPLOYEES

All new employees are required to enroll for benefits online. Although all district employees will have access to their benefit information via Internet 24 hours a day, 7 days a week, **newly hired employees will only have enrollment eligibility for their first 31 days of employment.**

Current procedures for enrollment and changes are below. Deadlines and eligibility periods are given for employees going online in the **benefitsCONNECT** system and enrolling in the benefit plans they select. For plan designs, enrollment forms, agent contact information, and links to insurance companies and their provider networks go to:

Cypress-Fairbanks I.S.D. Website  
[www.cfisd.net](http://www.cfisd.net)  
*Staff / HR /  
Insurance*  
Open - "Your Benefit Station" website

If you do not have Internet access you may come by the Insurance Department at 10300 Jones Road, Suite 136 and use their available kiosk machine for your enrollment. Their office hours are 7:30 – 4:30, Monday through Friday. Additionally, kiosk computers have been installed in every district facility for use by all employees. Ask your building and/or department secretary where they are located.

### Accessing **benefitsCONNECT** OnLine Enrollment System

**Review the benefit plan options and know your plan selections before accessing the **benefitsCONNECT** system.** Review the “Employee Guide for Online Benefit Enrollment” on the Insurance Department webpage at [www.cfisd.net](http://www.cfisd.net) before attempting to log in.

To access the system, type in the district’s web address: [www.cfisd.net](http://www.cfisd.net). From the CFISD home page, go to Staff / HR / and select **Insurance** from the drop down menu. On the Insurance Department’s web page select **benefitsCONNECT On-line Enrollment System** by clicking on the box with that title, then click on the **benefitsCONNECT** icon.

**Your Initial Login name:** Your **Username** is the first six (6) letters of your last name, followed by the first letter of your first name, followed by the last four (4) digits of your social security number. If your last name does not contain six letters, example, John Doe, your **Username** is doej + the last 4 digits of your social security number. (See page 3 of the CFISD Employee Guide for Online Enrollment.)

**Your initial Password** is your social security number, with no dashes or spaces. If you need assistance logging in contact the district’s HELP Desk at 281-897-4357, Monday through Friday, 7:30 a.m. to 4:30 p.m. With your first successful login to **benefitsCONNECT** you will be instructed to change your password.

To enroll in the benefits plans **you have already chosen to participate in** you will need:

- The names of each plan you wish to enroll in.
- For all dependents that you wish to enroll you will need their names, social security numbers and dates of birth.
- For any life insurance designations you wish to make for Basic Life, Supplemental Life and/or Disability Insurance you will need your beneficiaries' names, social security numbers, addresses and phone numbers.

## ENROLLMENT PROCEDURES

Cypress-Fairbanks Independent School District provides a group medical insurance plan which allows several options from which employees may choose. The district provides at no cost to all full-time and part-time employees a Basic Life Insurance Plan (\$30,000 Life; \$30,000 Accidental Death and Dismemberment). Employees may select participation in one of five major medical insurance plans (3 PPO plans, 2 HMO plans) provided by the Teacher Retirement System, TRS-ActiveCare, and administered by Aetna. The district pays a portion of the cost for the participant's coverage; the employee pays the balance of the employee coverage plus any additional dependent coverage through payroll deduction. Below are instructions for enrollment.

**Enrollment Deadline:** ALL NEW EMPLOYEE ENROLLMENTS MUST BE COMPLETED THROUGH THE *benefitsCONNECT* ONLINE ENROLLMENT SYSTEM NO LATER THAN **30 DAYS AFTER THE FIRST DAY OF PAID EMPLOYMENT.**

**Enrollment: NEW EMPLOYEES' OPEN ELIGIBILITY PERIOD:** After **September 1, 2011**, newly hired employees may choose their actively-at-work date (the day they start work) or the first of the month following their actively-at-work date as the effective date of coverage. If the online enrollment process is not completed within the enrollment deadline period, employees will be denied a plan selection. Their next opportunity to enroll will be during the district's Annual Enrollment Period for a September 1 effective date.

**If you choose not to enroll in TRS-ActiveCare for either yourself and/or your eligible dependents**, you must waive the medical insurance plan on the *benefitsCONNECT* online enrollment system AND indicate the reason you are waiving the coverage. Please keep in mind that if you decline coverage, you will not be able to elect coverage during the year unless you have a special enrollment event, such as a marriage, divorce, birth or adoption of a child, or loss of other coverage.

- If the employee declined TRS-ActiveCare because of other group coverage and the employee experiences a Special Enrollment Event due to loss of that other coverage, BCBS will enroll them effective on the first of the month following the date other coverage was lost.
- A preexisting condition exclusion will be applied for enrollees age 19 and older, pending receipt of a Certificate of Credible Coverage (COCC) from the previous group health plan.

- If the employee did not decline TRS-ActiveCare as stated above and the employee requests a Special Enrollment Event due to loss of that other coverage, BCBS will wait to enroll them, pending receipt of a COCC from the previous group health plan. The COCC must be provided within 45 days of the request. When approved, the employee's coverage will still be effective on the first of the month following the date the other coverage was lost, but the employee will have to pay the retroactive month's premium and file for reimbursement of any medical or drug expenses they incurred while waiting for a COCC.

**Part-Time Employees:** Part-time employees who work at least ten (10) hours a week are eligible to participate in a TRS-ActiveCare Plan. Part-time employees working a minimum of 15 hours per week are eligible for all of the optional benefit plans offered. The district pays a portion of the cost for the participant's coverage for employees who average a minimum of 15 hours per week; the employee pays the balance of the employee coverage plus any additional dependent coverage through payroll deduction. A part-time employee working a minimum of 10, but less than 15 regularly scheduled hours per week is responsible for the total premium. Part-time employees are also eligible to participate in the Health Savings Account (HSA), dental, vision, accident, medical bridge, supplemental life, disability and cancer insurance plans. All benefit premiums must be collectible from an employee's usual income. **If an employee's gross income is not sufficient to pay the cost of the benefit plans that have been selected, the benefits will be reduced or canceled. Income MUST be sufficient to cover all premiums through payroll deductions.**

**Termination of Insurance Coverage upon Termination of Employment:** All benefit insurance plans the employee is enrolled in will be terminated on the last day of the month of the employee's last day of paid employment (i.e. If an employee terminates employment on November 13, all coverage will terminate on November 30.).

Texas Legislature H.B 973 of 2007 entitles an employee of the district who resigns or retires after the last day of the instructional year to continue their major medical insurance through the end of the medical insurance plan year, August 31. Many employees resigning during the summer are paid only through June or July. The additional premiums needed to provide the added August coverage will be deducted from the resigning employees' final paychecks, unless the resigning employee provides a written notice to the Insurance Department declining the extended coverage beyond the date of their final paycheck. COBRA notices and Certificates of Coverage will be automatically mailed to the resigning employees in mid-August.

Prospective TRS retirees are advised to consult with TRS about enrollment eligibility if they are planning to enroll in the TRS-Care medical plan upon their retirement.

**Dependent Coverage:** Coverage for dependents is available; their coverage may be selected at the time of the employee's initial enrollment. Adding dependent coverage after the first thirty-one (31) days of employment is contingent on IRS code Section 125C regulations and "Special Enrollment Events" as outlined below.

**Eligible dependents include:**

- your spouse (including a common law spouse)
- a child under the age of 26, such as:
  - a natural or adopted child
  - an adopted child or a child who is lawfully placed for legal adoption
  - a stepchild
  - a foster child
  - a child under the legal guardianship of the employee
- “any other child” under the age of 26 (unmarried) in a regular parent-child relationship with the employee meeting all four of the following requirements:
  - the child’s primary residence is the household of the employee;
  - the employee provides at least 50% of the child’s support;
  - neither of the child’s natural parents resides in that household; and
  - the employee has the legal right to make decisions regarding the child’s medical care
- a grandchild under age 26 whose primary residence is the household of the employee and who is a dependent of the employee for federal income tax purposes for the reporting year in which coverage of the grandchild is in effect
- an unmarried child of a covered employee, age 26 or over, may be eligible for dependent coverage, provided that the child is either mentally or physically incapacitated to such an extent to be dependent on the employee on a regular basis as determined by TRS, and meets other requirements as determined by TRS.

TRS-ActiveCare automatically provides coverage for a **newborn child** of a covered employee for the first 31 days after the date of birth. To add coverage for the newborn, you must sign and submit an **Enrollment Application and Change Form to the District’s Insurance Department within 60 days after the date of birth.** However, you have up to one year after the newborn’s date of birth to add the newborn to coverage if you have “employee and family” or “employee and child(ren)” coverage with TRS-ActiveCare at the time of the newborn’s birth and at enrollment. The effective date of coverage is the date of birth. If the application is submitted after the enrollment period for the newborn child, the request to add coverage will be denied – even if there would be no change in premium.

**A new spouse** has an open eligibility period for thirty-one (31) days from the date of marriage to be added as a dependent on the insurance plan. Proof of marriage is required. Coverage is retroactive to the first of the month following the date of the marriage. Beyond the thirty-one (31) day eligibility period, the spouse's addition is restricted by IRS code 125C regulations and "Special Enrollment Events" as outlined below.

**Special Enrollment Events:** The Health Insurance Portability and Accountability Act of 1996 (HIPAA), gives you and your family special health insurance enrollment rights. In addition to making mid-year changes because of family status changes described above, if you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself and/or your dependents in a district medical plan, provided that you request enrollment within thirty-one (31) days after your other coverage ends. This special enrollment right generally is available only if the other

coverage is lost because it is no longer available (and not lost because of failure to pay for it or for cause, such as making a fraudulent claim). You are not required to elect COBRA coverage in order to have a special enrollment right; however, if you do elect COBRA coverage, you must continue it for the entire period it is available to you in order to preserve these special enrollment rights. In addition, if you acquire a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents (including your spouse), provided that you request enrollment within thirty-one (31) days after the marriage, birth, adoption, or placement for adoption. Depending on the event, the new coverage will be effective retroactively to the qualifying event date or the first of the month following the event date, whichever is appropriate. **Note:** You and your dependents will not have to show evidence of good health at the time of enrollment.

**Payroll Deductions:** One half of the total monthly premiums for all employee benefits selected (medical, HSA, dental, vision, disability, supplemental life, and cancer insurance) is deducted each pay period. **If an employee's gross income is not sufficient to pay the cost of the benefit plans that have been selected, the benefits will be reduced or canceled.**

**Note:** Some employees (i.e., food service personnel, eleven-month custodians, bus drivers, etc.) do not receive paychecks year round. **Employees who do not receive twenty-four (24) checks per year will have additional Pre-Paid Insurance Premium (PIP) deductions for a portion of their expected summer premiums deducted from their paychecks from October through June.**

**Pre-Existing Condition Limitations: Pre-Existing Condition Limitations:** Pre-existing condition exclusions do not apply to employees that initially enroll when the district/entity begins participating in TRS-ActiveCare, to new hires who enroll within 31 days after their actively-at-work date, to HMO enrollees (limited by zip code), or to any individual under the age of 19. **Exception:** If you were covered by TRS-ActiveCare at any point in time since the program's inception in 2002, and have been hired by a different participating district/entity (or rehired by the same participating district/entity), pre-existing limitation exclusions may apply.

**Health/Pharmacy/Dental/Vision Identification Cards:** All medical insurance identification cards, pharmacy cards, dental and vision insurance identification cards are mailed to the employee participant's home address directly from the insurance company. New employees should receive their identification cards within thirty (30) days of their plan enrollment. **Special Note: If you change your address, please notify the district's Insurance Department or go online to the Employee Access Center and update your personal information. Our personnel database is used to transmit participants' eligibility and address information to the insurance companies.** An employee may order additional medical, pharmacy, dental and vision identification cards through their plan's Customer Service number or on their websites.

**Claims:** Claim forms for the TRS-ActiveCare plans and other voluntary plans offered by the district are available on the CFISD Insurance Department webpage link for "Your Benefit Station."



**Insurance Information:** The district's Insurance Department staff is available to assist you concerning your insurance or benefit coverage questions and concerns. The Insurance Department is located in the Instructional Support Center (North), 10300 Jones Rd., in Suite 136; phone, (281) 897-3882. Additional assistance with your plan selections may be received by contacting the following companies directly or by visiting the Insurance Department website. The website has links to each health plan administrator. You can also locate a network physician or other network healthcare provider through the website links.

**Health Insurance Plans – Information also available on Cypress-Fairbanks ISD website, [www.cfisd.net](http://www.cfisd.net)**

| Benefit                                      | Provider                                | Contact                           | Phone Number           | Website or Email   |
|--|---|-----------------------------------|------------------------|--|
| Medical                                      | TRS-ActiveCare Plans 1-HD, 2 and Select | Customer Service                  | (800) -222-9205        | <a href="https://www.trselectivecareetna.com/">https://www.trselectivecareetna.com/</a>                                  |
|  | Scott & White                           | Customer Service                  | (800) 321-7947         | <a href="http://www.trselectivecareetna.com/">http://www.trselectivecareetna.com/</a>                                    |
|  | FirstCare                               | Customer Service                  | (800) 884-4901         | <a href="http://www.firstcare.com/en/TRS">http://www.firstcare.com/en/TRS</a>  |
| Prescription Drug                            | Caremark                                | Customer Service                  | (800) 222-9205         | <a href="http://www.trselectivecareetna.com/">www.trselectivecareetna.com</a>  |
| Dental                                       | Assurant                                | Ed Station & Audrey Ayers         | (281) 333-9792         | <a href="mailto:Estationins@aol.com">Estationins@aol.com</a> or <a href="mailto:audreyins@aol.com">audreyins@aol.com</a> |
|  | Heritage                                | Ed Station & Audrey Ayers         | (281) 333-9792         | <a href="mailto:estationins@aol.com">estationins@aol.com</a> or <a href="mailto:audreyins@aol.com">audreyins@aol.com</a> |
|  | MS of A Dent-All                        | Wes Ryan                          | (281) 894-5080         | <a href="mailto:wryaninsurance@hotmail.com">wryaninsurance@hotmail.com</a>   |
|  | QCD of America                          | Member Services                   | (800) 229-0304 ext 170 | <a href="http://www.qcdofamerica.com">www.qcdofamerica.com</a>   |
| Vision                                       | Guardian                                | Reginald Lillie                   | (281) 213-9663         | <a href="mailto:rlillieins@sbcglobal.net">rlillieins@sbcglobal.net</a>   |
| Disability                                   | Assurant Employee Benefits              | Ed Station & Audrey Ayers         | (281) 333-9792         | <a href="mailto:estationins@aol.com">estationins@aol.com</a> or <a href="mailto:audreyins@aol.com">audreyins@aol.com</a> |
| Basic Employee Life and AD&D Insurance       | Sun Life Assurance Company of Canada    | Christy Guillen (Kainos Partners) | (281) 810-4911         | <a href="mailto:christy@kainos-partners.com">christy@kainos-partners.com</a>   |
| Optional Employee Life and Insurance         | Sun Life Assurance Company of Canada    | Christy Guillen (Kainos Partners) | (281) 810-4911         | <a href="mailto:christy@kainos-partners.com">christy@kainos-partners.com</a>   |
| Cancer and Other Specified Disease Insurance | Humana                                  | Lou Moore                         | (281) 380-1488         | <a href="mailto:ritagmoore@yahoo.com">ritagmoore@yahoo.com</a>   |
| Long Term Care Insurance                     | Genworth Life                           | Customer Service                  | (866) 659-1970         |  |

**PLAN OPTIONS & RATES**  
*DISTRICT PROVIDED BENEFITS*

**Premium Only Plan (POP), as defined under section 125C of the Internal Revenue Code**

Participation in the plan provides the employee the opportunity to purchase most employee benefits offered by the district with pre-tax dollars. Payroll deductions for the medical, dental, vision, and cancer and dread disease plans are subtracted from the total employee's gross income **before** the federal withholding tax is calculated. This reduces the total taxable portion of the employee's salary, resulting in lower tax withholding, and thereby increasing the employee's take-home pay. Although the resulting "pre-tax" savings are a benefit to most, **the plan does impose some restrictions.** *Employees are restricted from making any changes in their benefit selections until the plans' anniversary dates (September 1); unless they experience a qualified change in their family's status due to a spouse losing or gaining employment, addition or loss of a dependent, a divorce or marriage, etc. Documentation of the "change of status event" **must be received in the Insurance Department within 31 days of the qualifying change of status' event date.** The new coverage will be effective retroactively to the qualifying event date or the first of the month following the qualifying event date, whichever is appropriate for the qualifying event.*

**Plan Year: September 1 through August 31.**

**Basic Life Insurance & AD&D**

A district-paid benefit, underwritten by Sun Life Assurance Company of Canada, available to all qualified full-time and part-time employees. The benefit is effective the first day of paid employment. Benefit: \$30,000.00 life insurance with an additional \$30,000.00 accidental death and dismemberment (AD&D) insurance. **Beneficiary designation is made on the *benefitsCONNECT* online enrollment system.** Information about Supplemental Life insurance, available for up to \$250,000 is under Optional Employee-Paid Benefits below.

**Group Medical Insurance Plans**

The district's major medical insurance plans are available through **TRS-ActiveCare**, a self-insured program available to all Texas public school employees through a legislative mandate to the Texas Teacher Retirement System of Texas (TRS). The plans are administered by **Aetna**. If you live in one of the HMO service areas, you may also be eligible to participate in one of their HMO offerings.

**Employee Enrollment - for all employees working a minimum of 10 hours a week.** TRS retirees, higher education employees, and state employees may not be covered as **employees** of a participating district. He or she can be covered as a **dependent** of an eligible employee. See the *TRS-Active Care Enrollment Guide*, page 18.

**Declining Medical Coverage:** New CFISD employees that do not wish to enroll in the TRS-ActiveCare medical insurance plan **MUST formally decline** coverage for themselves and their dependents (spouse and children under the age of 26). To decline, you must "waive" the medical insurance plan on the *benefitsCONNECT* online enrollment system **AND** indicate the reason you are waiving the coverage.

**Effective Date:** After September 1, 2011, the employee's choice of his or her first day of paid employment, or the first day of the month following the first day of paid employment. *Premium is billed for the full month in which coverage begins.*

**Dependent Enrollment Eligibility Period:** First 31 days of employment

**Eligibility:** All permanent full-time (35 hours a week) and part-time (10 hours a week minimum) employees

**Prescription Drug Benefit:** Administered by Caremark.

**Anniversary Date:** September 1 of each year

**Annual Renewal Period:** Summer Annual Enrollment Period prior to plan's anniversary date.

Following is a brief summary of each plan. For more comprehensive information about the district's group medical insurance plans see the TRS ActiveCare Plan Highlights at the Cy-Fair ISD Insurance Department webpage at [www.cfisd.net](http://www.cfisd.net).

# 2014-2015 TRS-ActiveCare Plan Highlights

Effective September 1, 2014 through August 31, 2015 | Network Level of Benefits\*



| Type of Service   | ActiveCare 1-HD  | ActiveCare Select   | ActiveCare 2   |
|---|--|---|--|
| <b>Deductible</b><br>(per plan year)  | \$2,500 employee only<br>\$5,000 employee and spouse; employee and child(ren); employee and family     | \$1,200 individual<br>\$3,600 family  | \$1,000 individual<br>\$3,000 family   |
| <b>Out-of-Pocket Maximum</b><br>(per plan year; does include medical deductible/any medical copays/coinsurance)   | \$6,350 employee only**<br>\$9,200 employee and spouse; employee and child(ren); employee and family** | \$6,350 individual<br>\$9,200 family  | \$6,000 per individual<br>\$12,000 family  |
| <b>Coinsurance</b><br>Plan pays (up to allowable amount)<br>Participant pays (after deductible)   | 80%<br>20%   | 80%<br>20%  | 80%<br>20%   |
| <b>Office Visit Copay</b><br>Participant pays   | 20% after deductible   | \$30 copay for primary<br>\$60 copay for specialist   | \$30 copay for primary<br>\$50 copay for specialist  |
| <b>Diagnostic Lab</b>   | 20% after deductible   | Plan pays 100% (deductible waived) if performed at a Quest facility; 20% after deductible at other facility | Plan pays 100% (deductible waived) if performed at a Quest facility; 20% after deductible at other facility            |
| <b>Preventive Care</b><br>See reverse side for a list of services   | Plan pays 100%   | Plan pays 100%  | Plan pays 100%   |
| <b>Teladoc Physician Services</b>   | \$40 consultation fee (applies to deductible and out-of-pocket maximum)                                | Plan pays 100%  | Plan pays 100%   |
| <b>High-Tech Radiology</b><br>(CT scan, MRI, nuclear medicine)<br>Participant pays  | 20% after deductible   | \$100 copay plus 20% after deductible   | \$100 copay plus 20% after deductible  |
| <b>Inpatient Hospital</b><br>(preauthorization required)<br>(facility charges)<br>Participant pays  | 20% after deductible   | \$150 copay per day plus 20% after deductible (\$750 maximum copay per admission)                           | \$150 copay per day plus 20% after deductible (\$750 maximum copay per admission; \$2,250 maximum copay per plan year) |
| <b>Emergency Room</b><br>(true emergency use)<br>Participant pays   | 20% after deductible   | \$150 copay plus 20% after deductible (copay waived if admitted)  | \$150 copay plus 20% after deductible (copay waived if admitted)   |
| <b>Outpatient Surgery</b><br>Participant pays   | 20% after deductible   | \$150 copay per visit plus 20% after deductible   | \$150 copay per visit plus 20% after deductible  |
| <b>Bariatric Surgery</b><br>Physician charges (only covered if performed at an IOQ facility)<br>Participant pays  | \$5,000 copay plus 20% after deductible  | Not covered   | \$5,000 copay (does not apply to out-of-pocket maximum) plus 20% after deductible                                      |
| <b>Prescription Drugs</b><br>Drug deductible (per plan year)  | Subject to plan year deductible  | \$0 for generic drugs<br>\$200 per person for brand-name drugs  | \$0 for generic drugs<br>\$200 per person for brand-name drugs   |
| <b>Retail Short-Term</b><br>(up to a 31-day supply)<br>• Generic copay<br>• Brand copay (preferred list)<br>• Brand copay (non-preferred list)<br>Participant pays                    | 20% after deductible   | \$20<br>\$40***<br>50% coinsurance  | \$20<br>\$40***<br>\$65***   |
| <b>Retail Maintenance</b><br>(after first fill; up to a 31-day supply)<br>• Generic copay<br>• Brand copay (preferred list)<br>• Brand copay (non-preferred list)<br>Participant pays | 20% after deductible   | \$25<br>\$50***<br>50% coinsurance  | \$25<br>\$50***<br>\$80***   |
| <b>Mail Order and Retail-Plus</b><br>(up to a 90-day supply)<br>• Generic copay<br>• Brand copay (preferred list)<br>• Brand copay (non-preferred list)<br>Participant pays           | 20% after deductible   | \$45<br>\$105***<br>50% coinsurance   | \$45<br>\$105***<br>\$180***   |
| <b>Specialty Drugs</b><br>Participant pays  | 20% after deductible   | 20% coinsurance per fill  | \$200 per fill (up to 31-day supply)<br>\$450 per fill (32- to 90-day supply)  |

A specialist is any physician other than family practitioner, internist, OB/GYN or pediatrician. \*Illustrates benefits when network providers are used. For some plans non-network benefits are also available; see Enrollment Guide for more information. Non-contracting providers may bill for amounts exceeding the allowable amount for covered services. Participants will be responsible for this balance bill amount, which may be considerable. \*\*Includes prescription drug coinsurance \*\*\*If the patient obtains a brand-name drug when a generic equivalent is available, the patient will be responsible for the generic copayment plus the cost difference between the brand-name drug and the generic drug.

# 2014-2015 TRS-ActiveCare Plan Highlights

## TRS-ActiveCare Plans – Preventive Care

| Preventive Care Services  | Network Benefits<br>When Using Network Providers<br>(Provider must bill services as “preventive care”) |   |   |
|---|--|---|---|
|   | ActiveCare 1-HD  | ActiveCare Select                                     | ActiveCare 2 Network                                  |
| <p>Evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force (USPSTF)</p> <p>Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC) with respect to the individual involved</p> <p>Evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA) for infants, children and adolescents. Additional preventive care and screenings for women, not described above, as provided for in comprehensive guidelines supported by the HRSA.</p> <p>For purposes of this benefit, the current recommendations of the USPSTF regarding breast cancer screening and mammography and prevention will be considered the most current (other than those issued in or around November 2009).</p> <p>The preventive care services described above may change as USPSTF, CDC and HRSA guidelines are modified.</p> <p>Examples of covered services included are routine annual physicals (one per year); immunizations; well-child care; breastfeeding support, services and supplies; cancer screening mammograms; bone density test; screening for prostate cancer and colorectal cancer (including routine colonoscopies); smoking cessation counseling services and healthy diet counseling; and obesity screening/counseling.</p> <p>Examples of covered services for women with reproductive capacity are female sterilization procedures and specified FDA-approved contraception methods with a written prescription by a health care practitioner, including cervical caps, diaphragms, implantable contraceptives, intra-uterine devices, injectables, transdermal contraceptives and vaginal contraceptive devices. Prescription contraceptives for women are covered under the pharmacy benefits administered by Caremark. To determine if a specific contraceptive drug or device is included in this benefit, contact Customer Service at <b>1-800-222-9205</b>. The list may change as FDA guidelines are modified.</p> | Plan pays 100% (deductible waived)   | Plan pays 100% (deductible waived; no copay required) | Plan pays 100% (deductible waived; no copay required) |
| <b>Annual Vision Examination</b><br>(one per plan year)   | After deductible, plan pays 80%; participant pays 20%  | \$30 copay for primary<br>\$60 copay for specialist   | \$30 copay for primary<br>\$50 copay for specialist   |
| <b>Annual Hearing Examination</b>   | After deductible, plan pays 80%; participant pays 20%  | \$30 copay for primary<br>\$60 copay for specialist   | \$30 copay for primary<br>\$50 copay for specialist   |

**Note:** Covered services under this benefit must be billed by the provider as “preventive care.” If you receive preventive services from a non-network provider, you will be responsible for any applicable deductible and coinsurance under the ActiveCare 1-HD and ActiveCare 2. There is no coverage for non-network services under the ActiveCare Select plan.

### TRS-ActiveCare 3 to be discontinued effective September 1, 2014

The Teacher Retirement System of Texas (TRS) regularly reviews the TRS-ActiveCare plan options to ensure the plans meet the health care needs of public school employees and their families. Based on this review, TRS will eliminate the ActiveCare 3 option for the 2014-2015 plan year.

If you enroll in the TRS-ActiveCare 1-HD medical plan, you can use a Health Savings Account (HSA) to pay for health care expenses with pre-tax dollars. A HSA is a savings account that allows you to tax-defer a portion of your income to pay for health care expenses. With a HSA you are in control. The account belongs to you, not CFISD. So, you decide whether to use the money now or roll it over to pay for health care expenses in the future. And, the money in your account can be invested, earning you income on your savings.

- Your contributions to a HSA are pre-tax, meaning you don't pay federal income tax on the money you contribute. That can save you 20% or more on eligible medical expenses.
- You contribute through payroll deduction. The maximum contribution for calendar year 2014 is \$3,300 for an individual, or \$6,550 per family. Employees over 55 may contribute an additional \$1,000 per year.
- The account cannot be overdrawn. Only those funds on deposit are available to pay expenses.
- Earnings on your investment in a HSA are tax free.
- Withdrawals are tax free unless you use money from your HSA for something other than eligible medical expenses. If you use the money for expenses other than medical expenses, you'll have to pay federal income taxes and a 20% penalty tax. These rules don't apply past the age of 65.

For additional rules see IRS Publication 969 at [www.irs.gov](http://www.irs.gov).

For details about the HSA, refer to the Health Savings Account section on the district's Insurance website at [www.cfisd.net](http://www.cfisd.net) HR / Staff / Insurance.

## **OPTIONAL EMPLOYEE-PAID BENEFITS**

The following additional benefits are available to qualified Cypress-Fairbanks I.S.D. employees. They have been selected after a review of several programs available for the variety of services offered, financial rating, cost to employees, and management philosophy. These plans are made available to employees at group rates to be paid through payroll deductions. Please read the materials and investigate the programs carefully before you decide to join. These are private business operations and the district assumes no responsibility nor can it guarantee the plans' performance. The final selection to participate in any of these optional benefit plans is the sole responsibility of the employee.

### **Optional Life Insurance**

Available to all full-time and part-time employees covered by the district provided Basic Life Insurance benefit. Coverage is available in addition to the district paid \$30,000 Life and AD&D benefit for up to \$250,000.

**Underwritten by:** Sun Life Assurance Company of Canada

**Agent:** Christy Guillen, Account Manager 281-810-4911 or email [christy@kainos-partners.com](mailto:christy@kainos-partners.com)

**Effective Date:** First day of the month following the first day of paid employment, or the date approved by the insurance company, if you enroll after your initial eligibility period, whichever is later.

**Enrollment Eligibility Period:** First 31 days of employment.

**Annual Enrollment Period:** 3-4 week period during Summer

**Anniversary Date:** September 1 of each year

**Forms Required:** Evidence of Insurability required for increases or if waived in prior years.

**Additional Highlights of the Plan:**

- **Monthly Rates by Payroll Deduction** - determined by age as of September 1
- **Guarantee Issue up to \$250,000** (no health questions to answer) for new hires if enrolled within 30 days of their hire date. Late entrants, those applying for coverage after their initial 31 day eligibility period and during future Annual Enrollment Periods, must complete an Evidence of Insurability (EOI), a health questionnaire, and be approved for the coverage by the insurance company.
- **Conversion and Portability Privileges** are available if employment is terminated or eligibility ends for any reason. Retirees are eligible to convert only.
- **Accelerated Death Benefit available. Refer to plan policy.**
- **Waiver of Premium** – The benefit continues with no additional premium if the insured becomes totally disabled. The term of the continued coverage is based on the age of the employee at the time the disability commences.
- **Rate guarantee.** The rates below are guaranteed through August 31, 2016. Premium rate increases resulting from aging are effective September 1 of each year.

The EOI questionnaire, if required, will have to be approved by the insurance company. Because the EOI form contains the applicant's personal and private health information the form needs to be printed from the *benefitsCONNECT* and mailed to **Kainos-Partners, Inc., 16545 Village Drive, Building B, Jersey Village, TX 77040**. DO NOT SEND THE EOI FORM TO THE INSURANCE DEPARTMENT.

**Supplemental Life Insurance Monthly Premium Rates**

| <b>All Optional Life Insurance Premiums are Deducted After-Tax</b>  |               |              |              |              |              |              |              |              |            |
|---|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------------|
| <b>EMPLOYEE OPTIONAL LIFE INSURANCE PREMIUM RATES (No AD&amp;D)</b> |               |              |              |              |              |              |              |              |            |
| <b>\$ Amount</b>  | <b>&lt;35</b> | <b>35-39</b> | <b>40-44</b> | <b>45-49</b> | <b>50-54</b> | <b>55-59</b> | <b>60-64</b> | <b>65-69</b> | <b>70+</b> |
| <b>10,000</b>   | .35           | 0.42         | 0.85         | 1.19         | 1.96         | 2.98         | 5.20         | 9.97         | 16.02      |
| <b>20,000</b>   | .70           | 0.84         | 1.70         | 2.38         | 3.92         | 5.96         | 10.40        | 19.94        | 32.04      |
| <b>30,000</b>   | 1.05          | 1.26         | 2.55         | 3.57         | 5.88         | 8.94         | 15.60        | 29.91        | 48.06      |
| <b>40,000</b>   | 1.40          | 1.68         | 3.40         | 4.76         | 7.84         | 11.92        | 20.80        | 39.88        | 64.08      |
| <b>50,000</b>   | 1.75          | 2.10         | 4.25         | 5.95         | 9.80         | 14.90        | 26.00        | 49.85        | 80.10      |
| <b>60,000</b>   | 2.10          | 2.52         | 5.10         | 7.14         | 11.76        | 17.88        | 31.20        | 59.82        | 96.12      |
| <b>70,000</b>   | 2.45          | 2.94         | 5.95         | 8.33         | 13.72        | 20.86        | 36.40        | 69.79        | 112.14     |
| <b>80,000</b>   | 2.80          | 3.36         | 6.80         | 9.52         | 15.68        | 23.84        | 41.60        | 79.76        | 128.16     |
| <b>90,000</b>   | 3.15          | 3.78         | 7.65         | 10.71        | 17.64        | 26.82        | 46.80        | 89.73        | 144.18     |
| <b>100,000</b>  | 3.50          | 4.20         | 8.50         | 11.90        | 19.60        | 29.80        | 52.00        | 99.70        | 160.20     |
| <b>110,000</b>  | 3.85          | 4.62         | 9.35         | 13.09        | 21.56        | 32.78        | 57.20        | 109.67       | 176.22     |
| <b>120,000</b>  | 4.20          | 5.04         | 10.20        | 14.28        | 23.52        | 35.76        | 62.40        | 119.64       | 192.24     |
| <b>130,000</b>  | 4.55          | 5.46         | 11.05        | 15.47        | 25.48        | 38.74        | 67.60        | 129.61       | 208.26     |
| <b>140,000</b>  | 4.90          | 5.88         | 11.90        | 16.66        | 27.44        | 41.72        | 72.80        | 139.58       | 224.28     |
| <b>150,000</b>  | 5.25          | 6.30         | 12.75        | 17.85        | 29.40        | 44.70        | 78.00        | 149.55       | 240.30     |

|         |      |       |       |       |       |       |        |        |        |
|---------|------|-------|-------|-------|-------|-------|--------|--------|--------|
| 160,000 | 5.60 | 6.72  | 13.60 | 19.04 | 31.36 | 47.68 | 83.20  | 159.52 | 256.32 |
| 170,000 | 5.95 | 7.14  | 14.45 | 20.23 | 33.32 | 50.66 | 88.40  | 169.49 | 272.34 |
| 180,000 | 6.30 | 7.56  | 15.30 | 21.42 | 35.28 | 53.64 | 93.60  | 179.46 | 288.36 |
| 190,000 | 6.65 | 7.98  | 16.15 | 22.61 | 37.24 | 56.62 | 98.80  | 189.43 | 304.38 |
| 200,000 | 7.00 | 8.40  | 17.00 | 23.80 | 39.20 | 59.60 | 104.00 | 199.40 | 320.40 |
| 210,000 | 7.35 | 8.82  | 17.85 | 24.99 | 41.16 | 62.58 | 109.20 | 209.37 | 336.42 |
| 220,000 | 7.70 | 9.24  | 18.70 | 26.18 | 43.12 | 65.56 | 114.40 | 219.34 | 352.44 |
| 230,000 | 8.05 | 9.66  | 19.55 | 27.37 | 45.08 | 68.54 | 119.60 | 229.31 | 368.46 |
| 240,000 | 8.40 | 10.08 | 20.40 | 28.56 | 47.04 | 71.52 | 124.80 | 239.28 | 384.48 |
| 250,000 | 8.75 | 10.50 | 21.25 | 29.75 | 49.00 | 74.50 | 130.00 | 249.25 | 400.50 |

**SPOUSE RATES ARE DETERMINED BY THE AGE OF THE EMPLOYEE (No AD&D)  
SPOUSE'S ARE ELIGIBLE TO PURCHASE UP TO \$125,000 OPTIONAL LIFE INSURANCE**

| \$ Amount | <35  | 35-39 | 40-44 | 45-49 | 50-54 | 55-59 | 60-64 | 65-69  | 70+ |
|-----------|------|-------|-------|-------|-------|-------|-------|--------|-----|
| 5,000     | 0.18 | 0.21  | 0.43  | 0.60  | 0.98  | 1.49  | 2.60  | 4.99   | N/A |
| 10,000    | 0.35 | 0.42  | 0.85  | 1.19  | 1.96  | 2.98  | 5.20  | 9.97   | N/A |
| 15,000    | 0.53 | 0.63  | 1.28  | 1.79  | 2.94  | 4.47  | 7.80  | 14.96  | N/A |
| 20,000    | 0.70 | 0.84  | 1.70  | 2.38  | 3.92  | 5.96  | 10.40 | 19.94  | N/A |
| 25,000    | 0.88 | 1.05  | 2.13  | 2.98  | 4.90  | 7.45  | 13.00 | 24.93  | N/A |
| 30,000    | 1.05 | 1.26  | 2.55  | 3.57  | 5.88  | 8.94  | 15.60 | 29.91  | N/A |
| 35,000    | 1.23 | 1.47  | 2.98  | 4.17  | 6.86  | 10.43 | 18.20 | 34.90  | N/A |
| 40,000    | 1.40 | 1.68  | 3.40  | 4.76  | 7.84  | 11.92 | 20.80 | 39.88  | N/A |
| 45,000    | 1.58 | 1.89  | 3.83  | 5.36  | 8.82  | 13.41 | 23.40 | 44.87  | N/A |
| 50,000    | 1.75 | 2.10  | 4.25  | 5.95  | 9.80  | 14.90 | 26.00 | 49.85  | N/A |
| 55,000    | 1.93 | 2.31  | 4.68  | 6.55  | 10.78 | 16.39 | 28.60 | 54.84  | N/A |
| 60,000    | 2.10 | 2.52  | 5.10  | 7.14  | 11.76 | 17.88 | 31.20 | 59.82  | N/A |
| 65,000    | 2.28 | 2.73  | 5.53  | 7.74  | 12.74 | 19.37 | 33.80 | 64.81  | N/A |
| 70,000    | 2.45 | 2.94  | 5.95  | 8.33  | 13.72 | 20.86 | 36.40 | 69.79  | N/A |
| 75,000    | 2.63 | 3.15  | 6.38  | 8.93  | 14.70 | 22.35 | 39.00 | 74.78  | N/A |
| 80,000    | 2.80 | 3.36  | 6.80  | 9.52  | 15.68 | 23.84 | 41.60 | 79.76  | N/A |
| 85,000    | 2.98 | 3.57  | 7.23  | 10.12 | 16.66 | 25.33 | 44.20 | 84.75  | N/A |
| 90,000    | 3.15 | 3.78  | 7.65  | 10.71 | 17.64 | 26.82 | 46.80 | 89.73  | N/A |
| 95,000    | 3.33 | 3.99  | 8.08  | 11.31 | 18.62 | 28.31 | 49.40 | 94.72  | N/A |
| 100,000   | 3.50 | 4.20  | 8.50  | 11.90 | 19.60 | 29.80 | 52.00 | 99.70  | N/A |
| 105,000   | 3.68 | 4.41  | 8.93  | 12.50 | 20.58 | 31.29 | 54.60 | 104.69 | N/A |
| 110,000   | 3.85 | 4.62  | 9.35  | 13.09 | 21.56 | 32.78 | 57.20 | 109.67 | N/A |
| 115,000   | 4.03 | 4.83  | 9.78  | 13.69 | 22.54 | 34.27 | 59.80 | 114.66 | N/A |
| 120,000   | 4.20 | 5.04  | 10.20 | 14.28 | 23.52 | 35.76 | 62.40 | 119.64 | N/A |
| 125,000   | 4.38 | 5.25  | 10.63 | 14.88 | 24.50 | 37.25 | 65.00 | 124.63 | N/A |

**CHILD Optional Monthly Premium**

Child Optional Life insurance is contingent upon a minimum election of \$10,000 Optional Life for the Employee

|        |      |   |
|--------|------|---|
| 10,000 | 2.02 | Single Monthly premium regardless of the number of eligible children. |
|--------|------|---|

**Disability Insurance**

Provides insurance protection for your paycheck in the event you become disabled and unable to work. Disability due to **pregnancy** or complications of pregnancy are **covered on the same basis as a sickness**. Benefits may be purchased for up to 66 2/3% of your gross monthly earnings, to a maximum monthly benefit of \$7,500. Guaranteed issue (subject to a 12 month pre-existing condition exclusion). Rates are dependent on benefit level, waiting period, and plan selections. Optional employee-paid benefit available to all employees working 15 or more hours a week.



**Underwritten by:** Assurant Employee Benefits

**Agents:** Ed Station, phone: (281) 333-9792; e-mail: [StationandAyers@aol.com](mailto:StationandAyers@aol.com)

Audrey Ayers, phone: (281) 333-9792; e-mail: [Audrey@yourbenefitstation.com](mailto:Audrey@yourbenefitstation.com)

**Effective Date:** First day of the month following the first day of paid employment, or the first of the month following your completion of the online enrollment process, whichever is later.

**Enrollment Eligibility Period:** First 31 days of employment or subsequent annual enrollment periods.

**Guarantee Issued** (no health questions to answer)

**Pre-existing Condition Limitation:** The plan will not cover any disability that begins in the first 12 months after your effective date of coverage that is caused by, contributed to by, or resulting from a pre-existing condition. **Pre-existing condition** means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and the disability begins in the first 12 months after your effective date of coverage. CAUTION: If you think you are or will be pregnant on your effective date of coverage know that this pre-existing condition limitation may exclude benefits for this pregnancy.

**Annual Enrollment Period:** 3-4 week period during Summer

**Anniversary Date:** September 1 of each year

**Disability Plan Options and Monthly Rates by Payroll Deduction**

**Plan A** (Pays to age 65 for both injury and illness disability) \$5.56 - \$316.26

**Plan B** (Pays to age 65 for injury disability; pays for 5 years for illness disability) \$4.98 - \$281.90

**Elimination Periods (waiting periods) Available:** 0 Day Accident/7 Day Illness; 14 Day Accident/14 Day Illness; 30 Day Accident/30 Day Illness. - **On the first day of inpatient hospital confinement, the remainder of the elimination period will be waived.**

**SPECIAL NOTE:** The Human Resources Department must have entered your annual salary into the system before you will be able to select a monthly disability benefit at the time of your enrollment. If you have trouble enrolling or selecting a benefit level please call the Insurance Department at 281-897-3882.

### **Cancer & Specified Disease Insurance**

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees. The cancer plan pays cash benefits directly to the covered member when services are received for treatment of cancer or other diseases specifically covered by the policy. **The plan includes an annual Wellness Benefit payable up to \$100 for cancer screening tests such as mammogram, Pap test, chest X-ray, prostate screen, etc.** The policy pays in addition to and without regard to any major medical insurance the employee may have. Coverage is available for dependents. Employees having a family history of cancer or a personal life-style risk (smoking or other exposure) might want to consider this policy. The policy does require that the applicant be approved by medical underwriting after answering a few medical questions on the application. The application must be printed from the **benefitsConnect** online enrollment system. Since the application has personal and private health information **DO NOT SEND THE APPLICATION TO THE INSURANCE DEPARTMENT.** Mail the application to **Bay Bridge Administrators, LLC, Attn: Underwriting, P.O. Box 161690, Austin, TX 78716.**

**Underwritten by:** Humana Insurance Company

**Agent:** Lou Moore, phone: (281) 380-1488; e-mail: ritamoore@yahoo.com

**Effective Date:** First day of the month following insurance company approval of application.

**Enrollment Eligibility Period:** First 31 days of employment or subsequent annual enrollment periods.

**Annual Enrollment Period:** 3-4 week period during Summer

**Anniversary Date:** September 1 of each year

**Cancer & Dread Disease Plan Monthly Rates by Payroll Deduction** “Age Rated”: premiums -  
Dependent on benefit plan and options selected. \$9.47- 118.39

**“Age Rated” explanation:** Premiums for this policy are calculated at the employee’s age as of the date of the initial effective date of the policy coverage. You lock in your age classification for the life of your policy. The premiums for this policy and rider, if selected, may change, but will not change because you attain the next premium rate age classification.

## **Dental Plans**

### **Assurant Indemnity Dental Plan with Vision Discounts**

Optional employee-paid benefit available to all employees working 15 or more hours a week.

**Administered by:** Assurant Benefits Insurance Co.

**Plan Type:** Dental insurance plan allowing **freedom to choose** your own dental providers; Optional Preferred Provider Organization (PPO) through Dental Health Alliance (DHA) if member wishes to utilize the provider network. Maximum plan year (September 1 – August 31) benefit is \$2,000 per plan year, deductible for Type II and III services is \$50.

Co-Insurance Percentage:

Type I (Preventive Dental Services) = 100% No waiting period for services

Type II (Basic Restorative Services) = 80% No waiting period for services

Type III (Major Dental Services) = 50% May require 6-24 months waiting period

Type IV (Orthodontic Dental Services for children under age 19) = 50%; Requires 24 month waiting period

**Vision Benefits:** Service discounts offered by VSP Access Plan.

**Agent:** Ed Station, phone: (281) 333-9792; e-mail: [Estationins@aol.com](mailto:Estationins@aol.com)

Audrey Ayers, phone: (281) 333-9792; e-mail: [audreyins@aol.com](mailto:audreyins@aol.com)

**Effective Date:** First day of the month following the first day of paid employment.

**Enrollment Eligibility Period:** First 31 days of employment or subsequent annual enrollment periods.

**Annual Open Enrollment Period:** 3-4 Week Period during Summer

**Anniversary Date:** September 1 of each year

### **Current Monthly Rates by Payroll Deduction**

Employee Only \$ 35.00

Employee + 1 Dependent (1 child or a spouse) 74.34

Employee + Family (2 or more dependents) 105.12

### **Prepaid Heritage DHMO Dental Plan with Vision Discounts**

Optional employee-paid benefit available to all employees working 15 or more hours a week.

**Underwritten by:** United Dental Care of Texas, an Assurant/Fortis Benefits Company

**Plan Type:** Pre-Paid dental plan with co-payment schedule for services received from **network dental providers.**

**Vision Benefits:** Service discounts offered by VSP Access Plan.

**Agent:** Ed Station, phone: (281) 333-9792; e-mail: [Estationins@aol.com](mailto:Estationins@aol.com)

Audrey Ayers, phone: (281) 333-9792; e-mail: [audreyins@aol.com](mailto:audreyins@aol.com)

**Effective Date:** First day of the month following the first day of paid employment.

**Enrollment Eligibility Period:** First 31 days of employment or subsequent annual enrollment periods.

**Annual Open Enrollment Period:** 3-4 week during Summer

**Anniversary Date:** September 1 of each year

#### **Current Monthly Rates by Payroll Deduction**

|  |         |
|--|---------|
| Employee Only                                | \$12.08 |
| Employee + 1 Dependent (1 child or a spouse) | \$19.54 |
| Employee + Family (2 or more dependents)     | \$29.92 |

#### **MSofA Dent-All with Vision Discounts**

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees.

**Provided by:** MSofA Dent-All Plan, Inc.

**Agent:** Wes Ryan, phone: (281) 894-5080; e-mail: [wryaninsurance@hotmail.com](mailto:wryaninsurance@hotmail.com)

**Plan Type:** Discount plan offering discounted fee schedule for services received from **participating providers.**

**Vision Benefits:** Service discounts offered by Coast to Coast Vision Plan providers.

**Effective Date:** First day of the month following the first day of paid employment.

**Enrollment Eligibility Period:** First 31 days of employment or subsequent annual enrollment periods.

**Annual Open Enrollment Period:** 3-4 Week Period during Summer

**Anniversary Date:** September 1 of each year

#### **Current Monthly Premiums by Payroll Deduction**

|   |         |
|---|---------|
| Plan A Employee & Dependents (Dental, Vision & Neighborhood Pharmacy) | \$10.00 |
| Plan B Employee & Dependents (Dental & Vision)                        | 5.00    |
| Plan C Employee & Dependents (Vision & Neighborhood Pharmacy)         | 5.00    |

#### **QCD of America Dental & Vision Plan**

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees.

**Provided by:** QCD of America, phone: (800) 229-0304; [www.QCDofAmerica.com](http://www.QCDofAmerica.com)

**Plan Type:** Scheduled plan offering scheduled fees for services received from **participating providers.**

**Vision Benefits:** Service discounts offered by Eye Care Centers of America, Inc. (i.e., *Eyemasters*)

**Effective Date:** First day of the month following the first day of paid employment.

**Enrollment Eligibility Period:** First 31 days of employment or subsequent annual enrollment periods.

**Annual Open Enrollment Period:** 3-4 Week Period in Summer

**Anniversary Date:** September 1 of each year

**Current Monthly Membership Fees by Payroll Deduction**

|  |           |
|--|-----------|
| Employee Only                                | No Charge |
| Employee + 1 Dependent (1 child or a spouse) | \$6.00    |
| Employee + Family (2 or more dependents)     | \$9.00    |

**Vision Insurance**

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees.

**Provided by:** Guardian VSP Vision

**Agent:** Reginald Lille, phone: (281) 213-9663; email: [rlillieins@sbcglobal.net](mailto:rlillieins@sbcglobal.net)

**Vision Benefits:** Provides vision coverage for regular eye exams, lenses and frames.

**Effective Date:** First day of the month following the first day of paid employment.

**Enrollment Eligibility Period:** First 31 days of employment or subsequent annual enrollment periods.

**Annual Open Enrollment Period:** 3-4 Week Period during Summer

**Anniversary Date:** September 1 of each year

**Current Monthly Membership Fees by Payroll Deduction**

|                       |          |
|-----------------------|----------|
| Employee Only         | \$ 9.88  |
| Employee + child(ren) | \$ 16.96 |
| Employee + Spouse     | \$ 16.62 |
| Employee + Family     | \$ 26.84 |

**PRE-EXISTING CONDITION LIMITATIONS AND HEALTH PLAN COVERAGE CERTIFICATIONS**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) may affect your health and/or dental coverage if you are enrolled or become eligible to enroll in health/dental coverage that excludes coverage for pre-existing medical conditions.

An important protection of the Act is portability. Portability means that once you obtain coverage through a group health plan, you will be able to use evidence of that insurance to reduce or eliminate any pre-existing medical condition exclusion period that might otherwise have been imposed on you if you move to another group health plan. You are entitled to a certificate from your prior plan or issuer that will show evidence of your prior health coverage, and to request a certificate if one has not been provided to you. This Plan will assist you in obtaining a certificate from any prior plan, if necessary.

**Pre-Existing Condition Limitations:** Pre-existing condition exclusions do not apply to employees that initially enroll when the district/entity begins participating in TRS-ActiveCare, to new hires who enroll within 31 days after their actively-at-work date, to HMO enrollees (limited by zip code), or to any individual under the age of 19. **Exception:** If you were covered by TRS-ActiveCare at any point in time since the

program's inception in 2002, and have been hired by a different participating district/entity (or rehired by same participating district/entity), pre-existing limitation exclusions may apply.

**Health Plan Coverage Certifications:** Every Cypress-Fairbanks employee and his or her dependent that loses coverage under a Cypress-Fairbanks ISD health plan will automatically be mailed a Certificate of Coverage along with their COBRA notification.

### **PREMIUM ONLY PLAN (POP)**

The district's Flexible Benefits Plan, also known as the Premium Only Plan (POP), a qualified "cafeteria plan" under Section 125 of the Internal Revenue Code of 1986, was recently amended to better comply with federal mandates including the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Family Medical Leave Act (FMLA), the Health Insurance Portability and Accountability Act (HIPAA), and other provisions of the law including Sections 105 and 106 of the IRS Code.

The plan is the umbrella under which the district's employee group benefit plans are administrated allowing premiums for benefits to be deducted from gross income pretax; resulting in federal income tax savings for participating employees. Several sections of the plan are provided here to educate and inform employees of their rights and responsibilities regarding changes to their benefit selections. *The complete plan document is on file in the district's Insurance Department.*

**Plan Year and Participation:** The plan year is September 1 through August 31, annually. *Participation in the plan is mandatory.* Premiums for the following benefit plans will be deducted on a pretax basis: group medical, dental, vision, and the cancer and specified disease insurance policy. Failure to enroll or change elections in any benefit plan during any annual enrollment period shall be deemed to be a reelection of an employee's prior plan year's elections. The disability insurance plan is not included in the plan, allowing disability benefits to be received tax-free.

**When Participation is Canceled Because of Termination of Employment:** Participation in the plan is terminated on the last day of the month of employment. If the individual again becomes an eligible employee during the same plan year and is otherwise eligible to participate in the plan again, participation will be resumed for the remainder of the plan year according to the benefit elections in effect immediately prior to the termination of participation.

**Participation During Leaves of Absence:** A participant on paid leave of absence shall continue to participate in the plan. A participant who is on an unpaid leave of absence, other than for Family Medical Leave FML (see below), shall be deemed to have terminated plan participation. Participation in the plan can be continued during an unpaid period of employment by paying all required premiums to the district. *If required premiums are not paid to the district during the unpaid leave and the employee resumes employment, he/she cannot resume participation in the group benefit plans until the next annual enrollment period.*

**Family Medical Leave (FML):** An employee on an approved Family Medical Leave has rights allowing cancellation of plan participation, or continued participation in the plan with premium payments being made to the district, and full resumption of benefits regardless of their cancellation during the leave.

**MID-YEAR CHANGE OF ELECTION:** A participant may **ONLY CHANGE** a benefit election during the plan year in accordance with the following provisions: All required documentation of the change in status and any required enrollment or change forms must be presented to the district's Insurance Department within 31 days of the qualifying event/status change.

**Special Enrollment Due to Loss of Other Coverage:** If coverage under this plan was declined for the employee, spouse, or other dependent because of other group health plan coverage and the other coverage is lost because of a loss of eligibility the employee, spouse, or other dependent shall be eligible to participate in this plan provided that the individual enrolls in the plan within thirty-one (31) days after the loss of the other coverage.

**Special Enrollment Rights Due to Newly Acquired Dependents:** If a dependent becomes a dependent of the eligible employee through marriage, birth, or adoption or placement for adoption, the eligible employee, spouse, or dependent shall be eligible for participation provided that the individual enrolls in the plan within thirty-one (31) days after the marriage, birth, or adoption or placement.

**Change In Status Events:** An employee may change his/her election if a change in status described below occurs during the plan year and the benefit election change is on account of and consistent with the change in status. The employee and/or dependent must enroll in the plan within thirty-one (31) days after the event date.

**Legal marital status:** Events that change an employee's legal marital status, including marriage, death of spouse, divorce, legal separation, or annulment. **Note:** The district recognizes common law marriage only if the employee has a certificate of common law marriage.

**Number of dependents:** Events that change an employee's number of dependents, including birth, adoption, placement for adoption or death of a dependent.

**Employment status:** A termination or commencement of employment by the employee, spouse, or dependent.

**Work schedule:** A switch between part time and full time and vice versa by the employee.

**Dependent satisfies or ceases to satisfy the requirements for unmarried dependents:** An event that causes an employee's dependent to satisfy, or cease to satisfy, the requirements for coverage due to dependency status, attainment of age, or any similar circumstance as provided in the health plan under which the employee receives coverage.

**Cost Changes:** If an employee elects health coverage which is insured or provided by a health maintenance organization (HMO) and the insurer or HMO significantly increases the cost of coverage during the Plan year, the employee may change his or her benefit election for another similar coverage provided by the employer for the remainder of the plan year. *In this circumstance, an employee may not waive coverage for the remainder of the plan year.*

**SPECIAL NOTE:** Any changes outlined above must be made within thirty-one (31) days of the change of status event date and must be evidenced at the time of the change with documented proof of the change. If in doubt as to whether an event qualifies for a change in selections or what is accepted as documentation of the status change please call the Insurance Department for assistance **well in advance of the thirty-one (31) day deadline.** The new coverage will be effective retroactively to the qualifying event date or the first of the month following the qualifying event date, whichever is most appropriate for the qualifying event.

## **TAX DEFERRED INVESTMENT PROGRAMS**

### **Tax Deferred (Retirement) Contribution Savings Plan - Universal Access for All Employees**

All employees, including substitutes, are eligible to participate. These plans (often called “Tax Sheltered Annuities” or TSA) are voluntary plans that allow you to defer a portion of your paycheck into a retirement plan. They are one of the most valuable employee benefits offered because they can help you bridge your retirement income gap and lower your taxes at the same time. Although you are allowed to withdraw funds from a tax-deferred contribution plan early for very limited and specific reasons, the sole purpose of tax deferred compensation is to assist employees in saving for retirement.

Under a Tax Deferred Compensation Plan, the portion of your income that you direct into the plan is not taxed until withdrawn, usually when you retire, and then possibly at a lower tax rate (because you would no longer be a wage earner). Under federal law, you do not have to pay income taxes on your contributions or the account earnings until you withdraw money out of the plan. Over the years it saves you from having to pay a lot of federal income tax.

### **Eligibility**

All district employees, including substitutes and temporary workers, working a minimum of 15 hours a week are eligible to participate in the tax-deferred investment programs.

### **Enrollment Eligibility Period**

Any time. There is no annual enrollment period restriction for tax deferred investments; you can start one at any time.

### **What are the benefits of contributing to a Tax Deferred (Retirement) Compensation Plan?**

- Bridge your retirement income gap.

- Lower your income taxes during your working years.
- It's easy to start saving now through payroll deduction.

### **Our Plans**

The district has two Tax Deferred Contribution plans, the 457 Plan, administered by **The Standard**, and the 403(b) Plan, administered by **JEM Resource Partners**.

#### **The 457 Plan**

The 457 Plan, administered by The Standard, is probably the easier of the two plans to enroll in because all their enrollment information and their enrollment forms are contained in their "Enrollment Guide" available on the district's Insurance Department web page. Plus, your investment choices in the plan are limited to just the 15 funds that they have already investigated and chosen to make available. If you need assistance or would like additional information from them please call their Participant Service Center at 800-370-9601.

#### **The 403(b) Plan**

The process to initiate a 403(b) or 403(b)(7) account is simple in concept, but sometimes implementation is more cumbersome and time consuming. The first step is to determine which financial services company you want to manage your contributions. It is recommended you first go to the JEM Resource Partners web page at: <http://www.region10rams.org/> to locate the 403(b) vendors registered to sell investment products with our plan. You can also check to see which, if any, of their investment products are registered with the Teachers Retirement System of Texas (TRS) as mandated by state law, at:

<https://oapi.trs.state.tx.us/FOTB/do/memberWebListSearchSetup>.

Once you decide what company you want as the custodian of your account funds, and in which of their fund products you want to invest, you will need to contact the investment company and open an account with them. After you have established your account you then need to go back to the JEM website and by following the instructions below, set up your payroll deduction contribution.

If you do not have Internet access or you need assistance, please call JEM at (800) 943-9179 and they can assist you with these services by phone. To make a 403(b) salary reduction election or to make a change online, please follow the instructions below.

- 1 The JEM Resource Partners web site is located at: <http://www.region10rams.org>
  - a) Click on "Access my Plan" for approved vendor list
  - b) Select first letter of employer from the navigation bar
  - c) Select your employer
  - d) Select "Plan Description", click on 403(b) Texas Vendor List
- 2 Select a 403(b) vendor from the approved vendor list
  - a) Contact the 403(b) vendor to establish an account
- 3 After establishing your account, go to [www.region10rams.org](http://www.region10rams.org) to set up your salary deferral (contribution amount) and allocation (vendor to which you are contributing funds)
  - a) Go to [www.region10rams.org](http://www.region10rams.org)



- b) Click on “Login” at the upper right corner
  - c) From the navigation bar, select “C” and then select cyfai403
  - d) Note the “403b)” tab
  - e) Select “Register”
  - f) Enter your Social Security Number without dashes
  - g) Enter the Plan Password
  - h) Select “Begin”
- 4 Upon entering the site, you will move through 3 steps:
- a) Personal Information (Enter your personal information and hit “Next”)
  - b) Investment Election
    - i) Click the box next to Employee Deferral
      - (1) Scroll down to your vendor and enter your contribution amount in the white box to the right
      - (2) Check the Authorization box at the bottom of the screen
      - (3) Click “Next”
  - c) Confirmation (Please confirm that all information is correct, including your Investment Election, and click “Finish”)

**Major Differences between the 457 Plan and the 403(b) Plan**

|                                   | <b>403(b) Plan</b>   | <b>457 Plan</b>  |
|-----------------------------------|--|--|
| Withdrawal provisions             | Hardship withdrawal for severe financial hardship as defined by IRS regulation.                              | Withdrawal for a severe financial hardship resulting from an unforeseeable emergency as defined by the plan. |
| When may the assets be withdrawn? | Plan payout when at least age 55 and retired, or 59 ½ (regardless of employment status) without tax penalty. | Plan payout upon retirement or separation from State service without tax penalty (no age requirement).       |

**Important Note**

Providers may charge fees for handling your deferred compensation account and must provide you with a full disclosure of all fees upon your request or enrollment. Plus, you will receive your account statement, either by paper or electronically directly from your chosen investment company.

**More Information**

Additional information about both the 457 and 403 (b) plans is available on the district’s Insurance Department web page at: [http://www.cfisd.net/dept2/insur/egmi\\_tax.htm](http://www.cfisd.net/dept2/insur/egmi_tax.htm).

For a tutorial on Tax Deferred Contributions Plans in an easy to understand Question and Answer format we recommend you also check out 403bwise at: <http://www.403bwise.com/participants/index.html>

**ALERT: Cypress-Fairbanks ISD DOES NOT hire or contract with any financial agent other than The Standard, for the 457 plan. No financial agent “representing” CFISD will**

ever call you at home. Further, agents are prohibited from soliciting or conducting business on district property. Because investment strategies are a personal decision that each employee should investigate on his/her own, Cypress-Fairbanks I.S.D. makes no recommendation or approval of individual 403(b) plans, their sales representatives, agents, or financial advisors.

## ***REQUIRED NOTIFICATIONS***



### **New Health Insurance Marketplace Coverage Options and Your Health Coverage**

#### **PART A: General Information**

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

#### **What is the Health Insurance Marketplace?**

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. 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 right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014. Please note, all individuals in the United States will be required to have health insurance by January 1, 2014. Under TRS-ActiveCare, (the district's medical insurance plan), this individual mandate is not a special enrollment event. New hires who wish to enroll in TRS-ActiveCare must do so no later than your 31st day of active employment.

#### **Can I Save Money on my Health Insurance Premiums in the Marketplace?**

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're eligible for depends on your household income.

#### **Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?**

Yes. If you have an offer of health coverage from your employer 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 your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members 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.<sup>1\*</sup> All TRS-ActiveCare plans, including the three HMO options, meet the minimum value requirement under the Affordable Care Act (ACA).

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution - as well as your employee contribution to employer-offered coverage - is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

**How Can I Get More Information?**

For more information about your coverage offered by your employer, please check your summary plan description or visit Your Benefit Station, posted at [www.cfisd.net](http://www.cfisd.net) and located under Staff / HR / Insurance.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

*\*1 An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.*

**PART B: Information About Health Coverage Offered by Your Employer**

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

|   |  |
|---|--|
| 3. Employer name CYPRESS-FAIRBANKS ISD                    | 4. Employer Identification Number (EIN) 74-6000654   |
| 5. Employer address PO BOX 692003                         | 6. Employer phone number (281) 897-4000  |
| 7. City HOUSTON   | 8. State TEXAS   |
| 9. ZIP code 77269-2003                                    | 10. Who can we contact about employee health coverage at this job? INSURANCE DEPARTMENT<br><a href="http://WWW.CFISD.NET">WWW.CFISD.NET</a> STAFF / HR / INSURANCE |
| 11. Phone number (if different from above) (281) 897-3882 | 12. Email address Insurance@cfisd.net  |

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

- All employees.

- Some employees. Eligible employees are: Employees of the district and are either active contributing TRS members or are employed for 10 or more regularly scheduled hours each week.

- With respect to dependents:

We do offer coverage. Eligible dependents are:

- A spouse (including common law spouse)
- A child under the age of 26, who is one of the following:
  - A natural child
  - An adopted child or a child who is lawfully placed for legal adoption
  - A step child
  - A foster child
  - A child under the legal guardianship of the employee
- “Any other child” under the age of 26 (unmarried) in a regular parent-child relationship with the employee, meeting all four of the following requirements
  - The child’s primary residence is the household of the employee
  - The employee provides at least 50% of the child’s support
  - Neither of the child’s natural parents resides in that household; and
  - The employee has the legal right to make decisions regarding the child’s medical care.
- A grandchild under age 26 whose primary residence is the household of the employee and who is a dependent of the employee for federal income tax purposes for the reporting year in which coverage of the grandchild is in effect.
- An unmarried child, age 26 or over, of a covered employee may be eligible for dependent coverage, provided that the child is either mentally or physically incapacitated to such an extent to be dependent on the employee on a regular basis as determined by TRS, and meets other requirements as determined by TRS.

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

\*\* Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

## **Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)**

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, the state of Texas may have a **premium assistance program** that can help pay for coverage, using funds from their Medicaid or Chip programs. If you or your children are not eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual Insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP, you can contact the Texas State Medicaid or CHIP office to find out if premium assistance is available to you.

Texas Medicaid Contact info:

Website: <http://gethipptexas.com/>

Phone: 1-800-440-0493

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact the Texas State Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer's health plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call 1-866-444-EBSA (3272).

Additional information on special enrollment rights can be found at the U.S. Department of Labor website [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or phone number 1-866-444-EBSA (3272) or U.S. Department of Health and Human Services for Medicare and Medicaid Services website [www.cms.hhs.gov](http://www.cms.hhs.gov) or phone number 1-66-267-2323, option 4, ext. 61565.

English, Spanish and Vietnamese versions of this notice are available on the district's Insurance Department web page in the General Insurance Information link.

## **WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 REQUIRED NOTIFICATION**

The federal law entitled the *Women's Health and Cancer Rights Act of 1998* requires group health plans and health insurers providing coverage for mastectomies to provide certain mastectomy-related benefits or services.

***The following information is being provided to you as required by law. This notice is a summary, for information purposes only, and is not intended to be legal advice.***

The Women's Health and Cancer Rights Act of 1998 (The "ACT") was enacted as part of H.R. 4328, Federal Omnibus Consolidated and Emergency Supplemental Appropriations Bill for 1999.

The Act requires that group health plans and health insurance issuers, in the group or individual markets, that provide medical and surgical benefits with respect to mastectomy, must provide plan participants and plan beneficiaries who are receiving benefits in connection with a mastectomy, and who elect breast reconstruction in connection with the mastectomy, coverage for the following:

- reconstruction of the breast on which the mastectomy has been performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- and prostheses and treatment of physical complication at all stages of mastectomy, including lymphedemas.

Coverage for these benefits or services will be provided in a manner determined in consultation with the attending physician and the patient. Coverage for the mastectomy-related services or benefits required under the Women's Health Law may be subject to the same deductibles and co-insurance or co-payment provisions that apply with respect to other established medical or surgical benefits under the group health plan or coverage.

Insured plans, including large and small groups, individual coverage, association plans and self-funded plans, are subject to the law. The Act's requirements are effective for plan years beginning on or after October 21, 1998. In addition to the mandated coverage, the Act requires that group plans and health insurance issuers provide written notice of the availability of the coverage to plan participants and plan beneficiaries at the time of initial enrollments, and annually thereafter. The Act prohibits group health plans and health insurance issuers from:

- denying eligibility or continuing eligibility;
- not enrolling or non-renewing coverage under the terms of the plan solely for the purpose of avoiding compliance with the Act;
- penalizing or otherwise reducing or limiting the reimbursements of an attending health care provider;
- providing incentives (monetary or otherwise) to an attending health care provider; or inducing a provider to provide care in a manner inconsistent with the Act.

*The summary above is an overview of the Women's Health and Cancer Rights Act of 1998. This is your legally required notification. If you have any questions regarding the provisions of this law, please contact your plan's Member or Customer Service Department (the telephone number is on your health insurance ID card) or check with a staff member of the district's Insurance Department.*

## **COBRA LAW**

### **CONTINUATION OF HEALTH INSURANCE COVERAGE**

Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), the district offers employees and their families the opportunity to obtain temporary extension of health coverage at the group rate in certain instances where coverage under the plan would otherwise end. The district also offers COBRA extended coverage for optional plans as mandated under the law.

An employee or an employee's dependent covered by a district health insurance plan (medical, dental and/or vision), may extend coverage for a period of eighteen (18) months if the employee's/dependent's coverage is lost due to the occurrence of any of the following qualifying events and the employee or dependent is not covered by any other group health insurance plan:

- voluntary termination of employment (*i.e.* resignation or retirement);
- involuntary termination of employment (other than for gross misconduct);
- temporary disability leave; or
- reduction in work hours.

In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below). The employee and each covered dependent has an individual right to request COBRA coverage.

A covered dependent may elect COBRA coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following qualifying events:

- the employee's death;
- divorce or legal separation;
- the employee becomes eligible for Medicare;
- or the dependent child ceases to be dependent because of age, dependency status, or marriage.

The cost for this extended coverage is 102% of the total premium (the amount you and Cypress-Fairbanks ISD have been paying for health insurance coverage, plus a 2% administration charge). If the cost for COBRA coverage changes during your participation you will be notified of the new premium in writing prior to its due date.

The coverage may be terminated automatically if: (1) you fail to make a monthly premium payment, (2) obtain health coverage through a new employer, (3) Medicare coverage begins for a person benefiting from the extension; (4) a spouse remarries and becomes eligible for coverage under another group health plan; or, (5) the plan itself is terminated.

**Both you and Cypress-Fairbanks Independent School District have responsibilities when certain events occur which qualify you for continued coverage.** You or a covered dependent have the responsibility to inform Cypress-Fairbanks ISD of a divorce, legal separation, or a child

losing dependent status under the group health plan **within sixty (60) days of the qualifying event**. Cypress-Fairbanks ISD will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants also have the responsibility of notifying the district if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

Legislative changes to COBRA coverage effective January 1, 1997.

***Disability Extension*** - If you elect COBRA continuation coverage based on termination of employment or reduction of hours, and you become disabled (as determined by Social Security) anytime *within the first sixty (60) days of COBRA continuation coverage*, you and your covered family members may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. **To elect the eleven (11)-month extension, you must notify the Plan Administrator within sixty (60) days of the date Social Security determines that you or your family member is disabled and within the first eighteen (18) months of COBRA continuation coverage.** (The cost of COBRA coverage will increase from 102% to 150% of total premium during this additional eleven (11)-month extension period.)

***Newborn and Adopted Children*** - If you are entitled to COBRA because you are a current or former employee of Cypress-Fairbanks ISD and a child is born to or adopted by you while you are on COBRA continuation coverage, you can enroll your new child for COBRA continuation coverage immediately. Also, your newborn or adopted child will attain "qualified beneficiary" status; in other words, he/she will have independent election rights and second qualifying event rights.

***Pre-existing Condition Limitation*** - COBRA coverage may be terminated when you become covered under another group health plan, but only if the other plan does not contain an exclusion or limitation that affects a pre-existing condition you have. If you do become covered under another group health plan and are affected by a pre-existing condition limitation, COBRA coverage may be canceled as soon as that pre-existing condition limitation is satisfied due to the new plan's crediting toward the limitation any prior coverage you had.

You should also be aware that you may be able to get coverage through the Health Insurance Marketplace that may cost less than COBRA continuation coverage and that the COBRA offer will not limit your eligibility for coverage or for a tax credit through the Marketplace.

You always have 60 days from the time you lose your job based coverage to enroll in the Marketplace. That is because losing your job-based health coverage is a "special enrollment" event. After 60 days your special enrollment period will end and you may not be able to enroll, so you should take action right away. In addition, anyone can enroll in Marketplace coverage during an "open enrollment" period.

If you do sign up for COBRA continuation coverage, you can switch to a Marketplace plan during a Marketplace open enrollment period. You can also end your COBRA continuation



coverage early and switch to a Marketplace plan if you have another qualifying event such as marriage or birth of a child through another “special enrollment period.” But be careful though - if you terminate your COBRA continuation coverage early without another qualifying event, you’ll have to wait to enroll in Marketplace coverage until the next open enrollment period, and could end up without any health coverage in the interim. Once you’ve exhausted your COBRA continuation coverage and the coverage expires, you’ll be eligible to enroll in Marketplace coverage through a special enrollment period, even if Marketplace open enrollment has ended. If you sign up for Marketplace coverage instead of COBRA continuation coverage, you cannot switch to COBRA continuation coverage under any circumstances.

If you have any questions about the COBRA law, need premium information, or need to report a qualifying event, please contact:

|                                   |  |
|-----------------------------------|--|
| TRS-ActiveCare Medical Plan       | Wellsystems<br>(855) 894-4987 ext 6635               |
| Dental and Vision Insurance Plans | Station and Ayers Insurance Services<br>281-333-9792 |

### RETIREMENT CHECKLIST

Employees are encouraged to read all TRS rules at [www.trs.state.tx.us](http://www.trs.state.tx.us) and to confer with TRS advisors to determine eligibility for retirement and method of calculation of benefits.

The following checklist is being shared to assist employees in taking the necessary steps at the appropriate times so that the retirement transition is made as easy as possible. All inquiries about prospective retirement will be dealt with in a confidential manner by the Human Resources, Payroll, and Insurance Departments.

- ⑦ If you are resigning your position with the intent to retire due to a serious health condition of your own or that of a family member, you should contact the Human Resources or Insurance Department before you officially resign to determine if you may be eligible for valuable benefits for which you have already paid. Benefits that may potentially be available to assist you include:
  - Paid time off (sick leave, overtime, vacation)
  - Temporary disability leave
  - Family Medical Leave
  - Disability insurance
  - Sick Leave Bank membership
  
- ⑦ If any of the benefits above are available to you, and qualify to be used, the district will help you coordinate your resignation with intent to retire to assure you receive the benefits you have earned. **Be sure to investigate your benefits BEFORE you officially resign. Once your resignation has been accepted by the Human Resources Department, it cannot be rescinded.**

- ⑦ Obtain a Teacher Retirement System of Texas (TRS) retirement booklet from the Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698 or 1-800-223-8778. The information may also be found at the TRS website [www.trs.state.tx.us](http://www.trs.state.tx.us). Review the booklet closely to help you decide on the best options.
- ⑦ Refer to the TRS Benefits Handbook on the TRS website at [www.trs.state.tx.us](http://www.trs.state.tx.us) for valuable retirement information.
- ⑦ Read carefully "TRS News" that is delivered to eligible employees' homes. This mail-out has the regional presentation schedule and a registration form included. These sessions are a must for retiring employees.
- ⑦ TRS provides retirement counseling to prospective retirees by appointment. Employees are encouraged to take advantage of these individualized meetings. The two and one-half hour drive to the TRS office in Austin is well worth your time and effort. We encourage you to make an appointment to review your retirement benefits and options with an expert. **Make your appointment early.**
- ⑦ Request a TRS-18 form from TRS. Complete that form and submit it to TRS, and receive from TRS an actual estimate of your standard annual annuity.
- ⑦ Write directly to TRS or visit them personally at 1000 Red River Street, Austin, Texas 78701-2698, requesting appropriate forms from them at least six (6) months in advance of your planned retirement date. TRS will not furnish the TRS-18, TRS-30 and TRS-7 forms through a school district. The "Request for Estimate of Retirement Benefits" (TRS-18) should be completed as early as possible when considering the financial prospects of retirement, particularly the estimated annual annuity.

**Questions are best answered by TRS; the hotline number is 1-800-223-8778.**

**Social Security questions may be answered by calling 1-800-772-1213 or 713-290-0660.**

- ⑦ Return the form "Application for Service Retirement" (TRS-30) in a timely manner. Members must file the TRS-30 with TRS no later than the last day of the second calendar month following the month their retirement is effective. However, filing of the TRS-30 as early as possible is advisable considering the large number of applications processed by TRS.
- ⑦ Return the form "Notice of Final Deposit Before Retirement and School Official Certification of Salaries" (TRS-7) to the district's Payroll Department. It is advisable to deliver the TRS-7 to the Payroll Office in person as soon as you receive it whenever possible.
- ⑦ Inform your immediate supervisor and the Human Resources Office (by submitting a resignation online) of your retirement plans as soon as possible after submitting the TRS-30 and the TRS-7 to TRS and the Payroll Department respectively. The Human

Resources Office, in coordination with the immediate supervisor, will work with the retiring employee concerning the timeliness of announcing a retirement, honoring the retiree at the Service Banquet, and filling the vacated position as appropriate.

**Final Paychecks:**

Employees retiring from the district need to contact the Payroll Department at least *two months prior* to their retirement date to determine when they will receive their final paycheck.

Employee benefit coverage will be maintained and premiums for health, health savings accounts, dental, vision, accident, optional life, cancer, and tax deferred 403(b) annuity and 457 plan contributions will be deducted from final paychecks.

**About Your Health Insurance:** Prospective TRS retirees are advised to consult with TRS about enrollment eligibility if they are planning to enroll in the TRS-Care medical plan upon their retirement. The following is a direct re-print of a section of the “TRS-Care Highlights” publication copied from the TRS web site at [www.trs.state.tx.us](http://www.trs.state.tx.us).

**DEFERRED EFFECTIVE DATE OF COVERAGE** –When you are initially eligible for TRS-Care, you may defer the effective date of your coverage for up to three months. Example: For a May 31 retirement, the TRS-Care effective date (normally June 1) may be deferred to July 1, August 1, or September 1. For a deferred effective date, you must make a written request for deferment on the TRS-Care Enrollment Application Form TRS 700A. Write your request clearly in the space below your name and address. TRS must receive your TRS 700A within 31 days of your retirement date, or for retroactive retirements, no later than 31 days following the month in which the TRS 30 application was received at TRS. If you have any questions, call the TRS-Care office in Austin at (800) 223-8778, ext. 6456.

For most retirees it is to their financial advantage for their district medical insurance coverage to be continued through August 31, regardless of any early salary payoff they may receive. For this reason, additional payroll deductions for the extended coverage are automatically taken from early salary payoff checks unless the retiree receives approval from the Human Resources Department for an alternative coverage end date two months before their final pay check. If your final paycheck is to be issued May 31, June 30, or July 31, check with TRS-Care about their coverage and cost before requesting cancellation of your district medical insurance.

**Unused Vacation:** Unused vacation days, if eligible, will be paid at the employee's daily rate.

**Payment for Accumulated Sick Leave:** All employees eligible to earn paid leave benefits shall be reimbursed for accrued, earned local leave, (old) state sick leave, and state personal leave if they are eligible to retire under the regulations of the Texas Teacher Retirement System and they submit a resignation online stating their intent to retire.

For an employee whose local, (old) state sick, and state personal leave days have been accumulated on a less than full-day (seven hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is not reduced for early retirement under the Texas Teacher Retirement System Program. If an employee meets the criteria to retire under the TRS Program and another state system, and elects the other retirement system, the employee is eligible for reimbursement of earned accumulated leave upon retirement.
2. All eligible employees will be contacted by Business Services via mail 3-4 weeks after completion of their contract to complete paperwork.
3. Maximum benefits will only be paid to employees who have been employed with the district for ten years prior to retirement. Employees who have been employed five to nine years may draw fifty percent (50%) to ninety- percent (90%) respectively of the maximum benefit.
4. This one-time maximum benefit to employees shall be \$125 for each unused, earned day of local leave, (old) state sick leave, and state personal leave not to exceed a maximum of 150 days.
5. This benefit shall be paid to employees who have completed either (1) a full semester or more as identified in the current school calendar and in accordance with DEC (Regulation) or (2) who have completed a school year as defined by the Teachers Retirement System and resign with the intent to retire. The last professional day in each semester for teachers may serve as the end of the semester for all other employees for purpose of retirement and payment of this benefit. An eligible employee who has not completed a full semester or school year as defined by TRS because of medical conditions as certified in writing by a physician shall be paid for her/his accumulated earned leave balance. Benefits will be paid after completion of required paperwork.

Retiring employees will receive payment for any unused sick or personal leave at the rate of \$125.00 per day, up to a maximum of \$18,750.00 (150 days). **An election form MUST be completed.** These funds may be tax sheltered through the employee's 457 or 403(b) Retirement Savings Plan subject to IRS annual contribution limits. In order for the distribution to be made to the employee's 403(b) plan, the employee must have made a contribution to said plan on his/her final paycheck. The retiree may direct distributions, rollovers, or investments of the funds at his/her own discretion. The employee may also choose cash distribution, with 15% federal withholding taxes deducted from the payout.

Refer any questions to:

|  |                   |                |
|--|-------------------|----------------|
| Human Resources (Professional)               | Christina Cole    | 281-517-2680   |
| Human Resources (Paraprofessional/Ancillary) | Jan Price         | 281-897-4033   |
| 457/403(b) Retirement Savings Plan           | Mark Flores       | 281-897-4092   |
| Payroll Department / Insurance Department    | Mark Flores       | 281-897-4092   |
| Accumulated Leave Reimb/Election Form        | Patrice Lange     | 281-897-3843   |
| TRS  | Business Office   | 1-800-223-8778 |
| Social Security                              | 1-800-772-1213 or | 713-290-0660   |

## **V. LEAVES AND ABSENCES**

## LEAVES OF ABSENCE

### DEFINITIONS

#### **Immediate Family**

The term “immediate family” is defined as:

1. spouse;
2. son or daughter, including a biological, adopted, or foster child; a son- or daughter-in-law, a stepchild; a legal ward, or a child for whom the employee stands *in loco parentis*;
3. parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee;
4. sibling, stepsibling, and sibling-in-law;
5. grandparent and grandchild.
6. any person residing in the employee’s household at the time of illness or death.

To confirm a family relationship, the district may require the employee using leave to provide reasonable documentation, such as a child’s birth certificate, a marriage license, a court order, or a sworn statement from the employee.

#### **Family Emergency**

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

#### **Leave Day**

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

#### **Catastrophic Illness or Injury**

A catastrophic illness or injury is a life-threatening condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the service of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time and, if applicable, vacation days, earned by that employee and to lose compensation from the district. Complications resulting from pregnancy shall be treated the same as any other condition.

#### **Availability**

In accordance with administrative regulation DEC (Regulation), the district shall make state personal leave and local leave for the current year available for use at the beginning of the fiscal year for all eligible employees.

#### **Earning Local Leave**

An employee using full or proportionate paid leave shall be considered to be in paid status.

#### **Deductions – Leave Without Pay**

The district shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee’s pay.

### **Leave Proration – Employed for Less Than Full Year**

If an employee separates from employment with the district before his/her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. state personal leave the employee used beyond his/her pro rata entitlement for the school year; and,
2. local leave the employee used but had not earned as of the date of separation.

### **Former Education Service Center (ESC) Employees'**

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

### **Recording**

The following is provided to allow for absences of less than a full day for professional employees:

1. If a professional employee is absent more than three instructional periods or three hours of the day, he or she shall be charged with a full leave day of absence.
2. If a professional employee is absent two or three instructional periods, he or she shall be charged with one-half leave day absence from duty.
3. Conference or planning periods shall be counted as periods of employment.
4. For the purpose of this provision, elementary schools and support facilities may use hours in the workday in lieu of instructional periods.

The following is provided to allow for absences of less than a full leave day for hourly and paraprofessional employees:

1. If a paraprofessional employee is absent in excess of 50 percent of his or her workday, the absence shall be charged as one full leave day.
2. If a paraprofessional employee is absent up to 50 percent of his or her workday, the absence shall be charged as one-half leave day.
3. If an hourly employee is absent a portion of his/her workday, the employee shall be charged for absence on an hourly basis.

If an employee is taking intermittent Family and Medical Leave Act (FMLA) leave, leave shall be recorded in one-hour increments.

### **Order of Use**

**Earned compensatory time shall be used before any available paid state and local leave, or vacation. [See DEA]**

Unless an employee requests a different order for leave or vacation, available paid leave and vacation shall be used in the following order, as applicable:

1. local leave
2. state sick leave accumulated before the 1995–96 school year
3. vacation, if applicable
4. state personal leave

### **Concurrent Use of Leave**

When an absent employee is eligible for FMLA leave, the district shall designate the absence as FMLA leave.

The district shall require the employee to use compensatory time and paid leave concurrently with FMLA leave. Temporary disability leave shall apply after FMLA leave is exhausted.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

### **Medical Certification**

An employee shall submit medical certification of the reason for absence if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The district requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA (Legal)]

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**Note:** For district contribution to employee insurance during leave, see CRD (Local).

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### **State Leave**

#### **State Sick Leave (Accumulated Prior to 1995)**

District employees retain any sick leave accumulated as state minimum sick leave under former Section 13.904(a) of the Education Code. Accumulated state sick leave shall be used only for the following:

1. illness of the employee;
2. illness of a member of the employee's immediate family;
3. family emergency;
4. death in the employee's immediate family;
5. during military leave.

#### **State Personal Leave**

Employees are provided with five (5) days per year of state personal leave, with no limit on accumulation and no restrictions on transfer among districts. The District may provide additional personal leave beyond this minimum.

The Board may adopt a policy governing an employee's use of state personal leave, except that the policy may not restrict the purposes for which the leave may be used. (DEC (Legal))

The Board requires employees to differentiate the manner in which state personal leave is used:



**Non-discretionary Use**

Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995: [See DEC (Legal)]

1. illness of the employee;
2. illness of a member of the employee's immediate family;
3. family emergency;
4. death in the employee's immediate family;
5. during military leave.

**Discretionary Use**

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

**Limitations – Request for Leave**

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or district operations, as well as the availability of substitutes. Discretionary use of state personal leave shall be granted on a first-come, first-served basis on each campus or within a department.

**Duration of Leave**

Discretionary use of state personal leave shall not exceed three consecutive workdays.

**Local Leave**

All employees shall earn five (5) paid local leave days per school year in accordance with administrative regulation DEC (Regulation) for the first 187 workdays of employment. Employees in positions requiring more than 187 workdays per year shall earn additional local leave days in accordance with administrative regulation DEC (Regulation).

Local leave shall accumulate without limit.

Unless expressly stated otherwise in Board policy DEC (Local), local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year: [See DEC (Legal)]

1. illness of the employee;
2. illness of a member of the employee's immediate family;
3. family emergency;
4. death in the employee's immediate family;
5. during military leave.

**Emergency Closure Leave**

All eligible employees shall earn seven (7) leave days of emergency-closure leave per fiscal year in accordance with administrative regulation DEC (Regulation). Emergency-closure leave

shall not accrue beyond the fiscal year in which it was earned. Emergency-closure leave may only be used by employees if:

- (1) the Superintendent has closed the school district or individual campus(es) as a result of a local, regional or national disaster, epidemic or other emergency condition resulting in the unplanned closure of the school district or individual campus(es); and
- (2) the Superintendent has determined that the work day(s) will not be made up by employees.

### **Disaster Pay**

Nonexempt, non-contractual employees who are required to work during an emergency closure of the school district shall be paid at the rate of one and one-half times their normal rate of pay for all hours worked up to 40 hours per week. Compensation for time worked over 40 hours in a week shall be calculated and paid according to the law. The Superintendent or designee shall approve payments and ensure accurate time records are kept of actual hours worked during the emergency closure.

### **Types of Leave**

#### **Parental Bonding**

Local leave and/or state nondiscretionary personal leave to a maximum of ten leave days may be used by an employee for bonding with a child 12 months of age or younger. Paid leave for bonding shall not be granted in conjunction with the provisions of paid leave for adoption or foster care placement for more than a total of 30 days of paid leave. Use of paid leave for parental bonding under this paragraph shall run concurrently with leave under the FMLA, if applicable.

#### **Adoption/Foster Care**

Local leave and/or state nondiscretionary personal leave to a maximum of 30 leave days may be used for primary care of an adopted child, or for the placement of a child with the employee for foster care if the child is 60 months of age or younger. If both parents of the child are employed by the district, the district shall permit combined paid leave for this purpose to a total of 30 days. Use of paid leave for adoption/foster care under this paragraph shall run concurrently with leave under the FMLA, if applicable.

#### **Jury Duty**

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

#### **Compliance with Subpoena**

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

#### **Other Court Appearances**

An employee shall be granted leave with pay and without loss of paid leave for absences due to compliance with a valid subpoena to appear as a non-party witness in the following circumstances:

1. The employee, who is not a party to the litigation, is ordered to appear in a legal proceeding pursuant to a lawfully issued subpoena, in accordance with law. [See DEC (Legal)]
2. The employee is a defendant in a lawsuit based on actions taken in the course and scope of his or her employment, and the employee is requested by the district's legal counsel to participate in activities and proceedings related to the defense of the lawsuit.
3. The employee is not a party to a lawsuit involving the district but is otherwise requested by the district's legal counsel to provide information, assistance, or testimony in connection with litigation involving the district.

An employee who is a party to non-district litigation or legal proceedings and is absent due to activities and/or proceedings related to the litigation or legal proceedings must use available state personal leave for the absence.

### **Other Absences**

Any other release time granted or approved day of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD (LOCAL)]

### **Federal Military Leave**

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

1. the person (or an appropriate officer of the uniformed service in which such service is performed) has given advance written or verbal notice of such service to the district (unless notice is precluded by military necessity or is otherwise unreasonable or impossible);
2. the cumulative length of the absence and of all previous absences from a position of employment with the district does not exceed five years; and,
3. the person reports to or submits an application for reemployment to the district and complies with the appropriate procedural requirements that apply under the circumstances.

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

The district is not required to reemploy a person if:

1. the district's circumstances have so changed as to make reemployment impossible or unreasonable;
2. the reemployment of such person would impose an undue hardship on the district; or,

3. the employment from which the person leaves to serve in the uniformed services is for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

#### **State Military or U.S. Reserve Leave: Short-Term**

All employees of the district who are members of the state military forces or of the reserve components of the United States Armed Forces shall be granted a leave of absence from their duties without loss of time, efficiency rating, vacation time, or salary on all days during which they are engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 days in a federal fiscal year. The federal fiscal year is from October 1 through the following September 30.

Such employees who are ordered to duty by proper authority shall be restored, when relieved from duty, to the position held by them when ordered to duty.

#### **State Military Leave: Long-Term**

Any employee, other than a temporary employee, who leaves a position with the district to enter active state military service is entitled to be re-employed by the district in the same position held at the time of the induction, enlistment, or order, or to a position of similar seniority, status, and pay. To be entitled to re-employment, the employee must be discharged, separated, or released from active state military service under honorable conditions not later than the fifth anniversary after the date of induction, enlistment, or call to active military service and must be physically and mentally qualified to perform the duties of the position.

An employee who cannot perform the duties of the position because of a disability sustained during state military service is entitled to re-employment in the district in a position that the employee can perform and that has like seniority, status, and pay as the former position or the nearest possible seniority, status, and pay.

To be re-employed, a veteran of the state military must apply for re-employment not later than the 90th day after the date the veteran is discharged or released from active state military service. Application must be made in writing to the superintendent and have attached to it evidence of the veteran's discharge, separation, or release from state military service under honorable conditions.

A person re-employed after active state military service shall not be discharged without cause before the first anniversary of the date of the re-employment.

"Military Service" means service as a member of the Texas National Guard or the Texas State Guard.

#### **Professional Study Leave**

At the recommendation of a professional employee's principal or supervisor and the Superintendent, a leave of absence without pay may be granted by the Superintendent or designee for up to one contract year for the purposes of pursuing education study or research that are deemed beneficial to the district. The employee must have been employed by the

district for at least three years and hold a multiyear term or continuing contract with the district to be eligible to apply.

While on professional study leave, basic life insurance, all medical insurance, and optional benefits will be terminated effective the last day of the month in which the employee was working. See the COBRA Law notice in Section IV of this Handbook.

Return to employment in the position or at the site employed prior to the leave is not guaranteed by the district or the employee. Upon presentation to the district of acceptable documentation of fulfillment of the leave, an employee returning to the district from a professional study leave to the same type of position held immediately prior to the leave shall retain previously accumulated unused local leave, contract status earned in the position held immediately prior to the leave, and career ladder status, if any, held in the position held immediately prior to the leave.

### **Paraprofessional/Ancillary Employee Leave for Student Teaching**

At the recommendation of a paraprofessional/ancillary employee's principal or supervisor, the Superintendent or designee may grant a leave of absence without pay for one semester as identified on the current district school calendar for the purpose of student teaching. Student teaching is defined as on-campus classroom teaching at a district school under the direction of a university supervisor and cooperating teacher.

The paraprofessional/ancillary employee must have been employed by the district for at least three years and be currently enrolled in a program of study leading to a bachelor's degree, teacher certification, and qualification for highly-qualified status under federal law.

A paraprofessional/ancillary employee requesting a leave for student teaching shall submit a letter of application for leave to Laura Harman, Director for Human Resources, at least 45 days prior to the semester in which the leave is sought.

The paraprofessional/ancillary employee shall not earn credit toward a creditable year of service for salary purposes nor shall the employee continue to earn vacation days during this period of leave. However, the employee shall retain unused leave days accumulated prior to the time of the leave of absence; and the district shall not consider this as a break in continuous service with the district.

While on leave for student teaching, basic life insurance, all medical insurance, and optional benefits will be terminated effective the last day of the month in which the employee was working. See the COBRA Law notice in Section IV of this Handbook.

The district shall not guarantee a return to employment in the same position or at the site employed prior to the leave. A paraprofessional/ancillary employee returning to the district from this leave shall be assigned to a comparable paraprofessional/ancillary position unless selected for a teaching position.

A request for return to duty at the end of the leave shall be submitted to Laura Harman, Director for Human Resources, at least 30 days prior to the next semester as shown on the district school calendar. Proof of completion of the university-sponsored student teaching must be submitted

prior to return from leave. At the expiration of the leave, the district may terminate the employment of an employee who fails to return to district employment in some capacity.

## **REQUESTS FOR LEAVES OF ABSENCE**

### **Requests for Leave of Absence – Family and Medical Leave/Temporary Disability Leave**

Requests for information or to take a leave of absence under the Family and Medical Leave Act or temporary disability leave should be made to:

|                       |              |
|-----------------------|--------------|
| Karen Weiser          | 281-897-4038 |
| Kristina Piper-Osorio | 281-897-4396 |

## **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

### **Eligible Employee**

An eligible employee for Family and Medical Leave is an employee who:

1. has been employed by the district for at least 12 months. The 12 months need not be consecutive; and,
2. has been employed by the district for at least 1,250 hours of service during the 12 months immediately preceding the commencement of leave.

For additional information regarding Family and Medical Leaves of absence, see DECA (Legal).

For purposes of an employee's entitlement to FMLA, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

### **Qualifying Reasons for FMLA**

An eligible employee may take FMLA for the following reasons:

1. the birth of a son or daughter, and to care for the newborn child;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for the employee's spouse, son or daughter, or parent with a serious health condition;
4. because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
5. because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to active duty) and,
6. to care for a covered service member with a serious injury or illness incurred in the line of duty if the employee is the spouse, son, daughter, parent or next of kin of the service member.

### **Combined Leave for Spouses**

If both spouses are employed by the district, the district shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The district shall limit military caregiver leave to a combined total of 26 weeks. [See DECA (Legal)]

### **Intermittent or Reduced Schedule Leave**

Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule reduces the usual number of working days per work week or hours per work day. The district may limit leave increments to the shortest period of time that its payroll system uses to account for absences or use of leave, provided it is one hour or less. An employee may not be required to take more FMLA leave than necessary to address the circumstance that precipitated the need for the leave, unless the employee is an eligible instructional employee whose request meets the conditions below. [29 CFR 825.203(a)(d)]

The district shall not permit the use of intermittent or reduced schedule FMLA leave for the care of a newborn child or the adoption or placement of a child with the employee [See DECA (Legal) for use of intermittent or reduced schedule leave due to a medical necessity.]

### **Certification of Leave**

If an employee requests or is placed on leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA (Legal)] When the need for leave is foreseeable, the employee must return the completed medical certification to the human resources department within 15 calendar days of receiving the form. The health care provider must describe the appropriate medical facts regarding the individual's health condition. Failure to return the forms on a timely basis or submitting incomplete forms may result in a delay or denial of leave and could result in the employee's absence being designated as unexcused and unprotected.

The employee shall provide subsequent medical certification every 30 days, except as provided by FMLA regulations.

### **Fitness for Duty Certification**

If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. The medical certification shall contain a statement about the employee's ability to perform essential job functions. Failure to provide the certification may result in a delay or denial of restoration of employment. The costs associated with obtaining the certification shall be the employee's responsibility. The fitness-for-duty requirement shall not apply to employees returning from intermittent or reduced schedule leave.

An employee shall give notice of the intent to return to duty before expiration of the FMLA leave. The employee ordinarily shall give notice two business days before his/her projected date of return in order to minimize potential workplace disruption and to allow for the smooth transition of assignments from other employees to the returning employee.

### **End of Semester Leave**

If a teacher takes leave near the end of the semester, the district may require the teacher to continue leave until the end of the semester. [See DECA (Legal), LEAVE AT THE END OF A SEMESTER]

### **Maintenance of Health Benefits**

During any period that an eligible employee takes FMLA leave, the district shall maintain coverage under any "group health plan" for the duration of the leave at the level and under the

conditions coverage would have been provided if the employee had continued in active duty with the district. [29 U.S.C. 2614(c)(1)]

### **Failure to Return**

If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the district may require reimbursement of premiums paid by the district during the leave. [See DECA (Legal), RECOVERY OF BENEFIT COST]

## **TEMPORARY DISABILITY LEAVE**

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave. The employee shall provide medical documentation of the need for leave.

A contract employee on temporary disability leave shall notify the Superintendent or designee of the desire to return to active duty at least 30 days prior to the expected date of return. The notice must include a fitness-for-duty certification.

A contract employee returning from temporary disability leave during the last month of service of a contract period must return a minimum of ten work days prior to the end of the contract period.

### **Contract Employees – Certified Educators**

Any full-time contract employee whose position requires educator certification by the State Board of Educator Certification (an "educator") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, are exhausted, whichever is greater. The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties [See DBB (Local) for return to active duty.]

An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another location may voluntarily approve the appointment of an educator who wishes to return from leave of absence. However, if no other principal approves the assignment of the educator by the beginning of the next school year, the district must place the educator at the school where the educator formerly taught or was assigned.

### **Contract Employees – Non-certified Positions**

Other full-time contract employees (a "full-time employee") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, are exhausted, whichever is greater. The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon



review of the medical documentation and/or in consultation with the physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties. [See DBB (Local).]

The district shall make an effort to place a full-time employee returning to active duty after a leave of absence for temporary disability in an assignment at the school or work location where the full-time employee formerly worked, subject to the availability of the same or similar position. In any event, the full-time employee shall be placed on active duty no later than the beginning of the next school year; however the assignment may not be in the same or similar position.

### **Non-contract Employees**

The district may grant a non-contract employee a leave of absence for temporary disability for a maximum of 60 work days per 12-month period or until all paid leave is exhausted, whichever is greater. A 12-month period is measured backward from the date the employee was granted temporary disability. The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties. [See DBB (Local).]

A non-contract employee returning to active duty after a leave of absence for temporary disability shall be assigned to his/her former position, subject to the availability of that position. In the event the former position is no longer available, the employee shall be assigned to the first available comparable or similar position. If a comparable or similar position does not become available within six weeks from the employee's request to return to active duty, the district shall have no further obligation to return the employee to duty, and the employee's employment shall be terminated.

A non-contract employee unable or unwilling to return to work at the conclusion of temporary disability leave and exhaustion of all available leave shall be terminated.

## **PHYSICAL ASSAULT LEAVE**

In addition to other days of leave provided, an employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from all physical injuries sustained as a result of the assault, but not to extend more than two years beyond the date of the assault.

### **Physical Assault Leave Defined**

An employee of the district is physically assaulted if the person engaging in the conduct causing injury to the employee (1) could be prosecuted for assault; or, (2) could not be prosecuted for assault only because the person's age or mental capacity makes the person a nonresponsible person for purposes of criminal liability. This definition shall be interpreted in accordance with Texas Education Code section 22.003(b) and Penal Code section 22.01 and independently from any other definition of "assault" in Board policy or statute.

### **Reporting/Investigation/Review Process**

1. The employee must request in writing consideration of an injury as physical assault within a reasonable period following the alleged assault. The building principal/site supervisor shall forward the claim to the superintendent's designee upon receipt. In addition, building principals and/or site/department supervisors shall notify the superintendent's designee immediately upon becoming aware of a situation that may constitute an assault on an employee. In the event the injured employee is physically unable to make such a report, another authorized person may file the report on behalf of the employee.
2. The superintendent shall designate an individual or individuals to investigate an assault claim. The investigation will include statements from the injured employee and witnesses, as available.
3. The determination of the eligibility for assault leave will be made in a timely manner after a review of the employee's claim, the medical evaluations and reports, and the investigation results. Until the determination is made, the claim will be treated as an assault per TEC §22.003. The employee will be notified in writing of the decision. The decision of the superintendent's designee may be appealed in accordance with Board Policy DGBA, Employee Complaints.

### **Medical Evaluations and Reports**

1. The district may require the submission of an evaluation from the employee's physician. This evaluation should describe, in detail, the nature and extent of the physical injury, the treatment prescribed, the estimated length of treatment, and an estimate of when the employee will be able to perform the essential functions of his/her position.
2. During the employee's leave, the district may periodically require the employee to submit to a physical examination by a physician of the district's choosing, at the district's expense.
3. The district may require the employee to provide a physician's release prior to returning to work.

### **Coordination of Benefits**

1. An employee's request and claim for assault leave under this policy will be presumed valid while the employee's claim is pending. Should the district ultimately hold that the employee was not entitled to assault leave under this policy, the district shall deduct any leave taken from the employee's accrued leave. If the employee's accrued leave has been exhausted, the district may obtain reimbursement from any payments made to the employee from his/her wages earned at a rate not to exceed 10 percent of the total per week. If the employee resigns prior to complete reimbursement to the district of benefits received under this policy, the district may deduct the amount owed from any wages due the employee at resignation. This provision does not preclude the district from using any other method, legal or equitable, to collect any outstanding balance owed the district.
2. Days of assault leave taken under this regulation may not be deducted from accrued sick leave except as set forth above. Assault leave under this regulation is available up to, but not more than, two years from the date of the assault.
3. In accordance with law, assault leave policy benefits due to an employee shall be

coordinated with temporary income benefits due from workers' compensation so that the employee's total compensation from temporary income benefits and assault leave policy benefits equals 100 percent of the employee's weekly rate of pay. [See DEC (LEGAL)]

## WORKERS' COMPENSATION

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**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the district's contribution to health insurance. [See CRD (Local) regarding payment of insurance contribution during employee absences.]

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The safety and welfare of all employees is a primary concern of the Cypress-Fairbanks Independent School District and the Board of Education. Safe working conditions and practices are of vital importance to the district and to each one of its employees. While a continuing partnership must exist between the employer and the employee to provide a safe and injury-free workplace, the district provides workers' compensation insurance benefits for any employee who is injured or becomes disabled or ill as a result of his or her employment responsibilities with Cypress-Fairbanks Independent School District.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

### Insurance Coverage and Application

All active employees are provided the benefits of Cypress-Fairbanks Independent School District's workers' compensation plan. Workers' compensation insurance benefits are applicable only for job-related injuries or illnesses sustained while an employee is engaged in his or her own authorized duties.

Effective February 1, 2009, all district employees who seek medical services for a work-related illness or injury occurring February 1<sup>st</sup> or later **are required to seek treatment from a physician on the Alliance provider list.** The physician must be a "primary care" physician who will be responsible for all treatment and will direct, or refer, the injured employee to any specialists as needed. For emergency services, the injured employee is encouraged to go to the nearest emergency room; follow-up care, if required, must be received from an Alliance provider. Illness or injuries that occurred prior to February 1, 2009 are not subject to the Alliance requirements.

A list of Alliance treating doctors may be available from the employee's supervisor and may be found online at [www.pswca.org](http://www.pswca.org); if the employee does not have internet access, call (800) 482-7276. The district's workers' compensation administrator may be contacted at the following address and/or toll-free telephone number:

TASB Risk Management Fund  
P. O. Box 2010  
Austin, TX 78768  
(800) 482-7276

## **Complaint Process**

If an employee is dissatisfied with any aspect of the workers' compensation program operation, including an Alliance doctor, he/she may file a complaint by phone, online or in writing. Complaints should be sent to:

PSWCA (the Alliance)  
Attention: Grievance Coordinator  
P. O. Box 763  
Austin, TX 78767-0763  
(866) 997-7922

## **Injuries Not Covered by Workers' Compensation**

Some types of injuries suffered while at work are not covered by workers' compensation insurance. Examples of non-covered injuries suffered at work include:

1. acts of God; *i.e.*, tornado, lightning strikes, etc.;
2. insect bites; *i.e.*, bee stings, spider bites, etc.;
3. injuries due to personal fights between employees while at work;
4. drug overdoses or alcohol-related accidents or illness; and
5. injuries or illness caused by direct violations of district job safety policies or procedures.

Workers' compensation insurance benefits for qualified job-related injuries include medical costs required for recovery and, if needed, income compensation will be allowed according to Texas Department of Insurance, Division of Workers' Compensation. The Texas Association of School Boards (TASB) is the district's workers' compensation insurance administrator. TASB claim adjusters manage the injury claim including authorizing all medical costs and wage compensation payments.

Current Texas Workers' Compensation law governs the payment of all Temporary Income Benefits (TIBs). Entitlement to TIBs begins after an injured employee has been disabled by the job-related injury for more than 7 days. TIBs begin on the eighth day of disability. An injured and disabled employee is paid TIBs weekly benefits of approximately 70% of his/her reported average weekly wage, based on earnings for the 13 weeks prior to the injury, not to exceed the state's set maximum TIBs benefit. Effective October 1, 2012, the maximum weekly payment of TIBS is \$817.94

Under Cypress-Fairbanks ISD policy DEC (Local), employees eligible for workers' compensation temporary income benefits, and not on assault leave, may elect in writing to use accumulated paid leave instead of receiving weekly temporary income benefits. An employee choosing to use paid leave shall not receive workers' compensation weekly temporary income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-injury or pre-illness wage. If the use of paid leave is not elected, an employee will receive workers' compensation wage benefits only, which may not equal his or her pre-injury or -illness wage.

If an employee's injury has been designated as an assault by the district, Texas state law provides for additional benefits. See page 126 of this [Handbook](#) for more information. In

accordance with state law, assault leave policy benefits due to an employee shall be coordinated with temporary income benefits (TIBs) due from Workers' Compensation so that the employee's total compensation from TIBs and assault leave policy benefits equal 100% of the employee's weekly rate of pay.

Any payment of workers' compensation TIBs with assault leave benefits which totals in excess of 100% of the injured employee's rate of pay will be considered an overpayment of benefits. The employee will be required to repay all such overpayments. Overpayments will be collected from future wages or by whatever legal means are available to the district.

### **Reporting Requirements**

To be eligible for benefits for job-related accidents, injuries, or illnesses provided by workers' compensation insurance, the procedures listed below must be followed.

1. Any employee involved in an on-the-job accident must report the incident to his or her immediate supervisor at once.
2. If an injury is sustained due to a job-related incident, the Employee Injury Report must be completed, describing the nature of the injury and providing names of any witnesses, and sent to the district's Insurance Department office at ISC-North, Suite 136, within 24 hours of the injury.
3. An employee injured in an on-the-job accident must seek initial medical treatment within 30 days of the date of the injury. Failure to obtain medical attention within this time period could result in Workers' Compensation claim benefits being denied.
4. An employee who requires medical attention due to a job-related injury must, before returning to work, present a Texas Division of Workers' Compensation form DWC-73, Texas Workers' Compensation Work Status Report, signed by the attending physician, releasing the employee to return to work. Any activity restrictions noted in Part III of the DWC-73 form must be reviewed and approved in writing by the Insurance Department before the employee is permitted to return to his/her job assignment. Follow-up doctor's reports using the DWC-73 form, Texas Division of Workers' Compensation Work Status Report, must be provided to the district's Insurance Department office at ISC-North after each medical visit.
5. An employee who cannot work due to a job-related injury or illness must notify his or her immediate supervisor regarding the reason for the absence from duty.
6. An employee who requires leave due to a job-related injury may elect to use accumulated sick leave days as for any other illness. An employee who is medically unable to return to work will be placed on Family & Medical Leave, if eligible as defined by Cypress-Fairbanks Independent School District policy, or placed on temporary disability leave as defined in the Leaves and Absences Policies of Cypress-Fairbanks Independent School District.
7. An employee who requires extended medical and/or financial workers' compensation benefits will be assigned a case manager by the district's insurance administrator for assistance. The employee will be required to file all reports and follow the directions of the case manager in order for benefits to continue uninterrupted.
8. A phone call must be made by the injured employee to the district's Insurance Department office (281-897-4135) between the hours of 8:00 a.m. to 4:00 p.m.,

Monday through Friday, at least once per week during the employee's absence for the work-related injury. This phone call is required in addition to any communication required by the employee's supervisor.

9. The injured employee's doctor's medical release, Texas Division of Workers' Compensation form DWC-73, Texas Workers' Compensation Work Status Report, must be presented by the employee to the district's Insurance Department office within 24 hours prior to the employee's return to work.

### **What to Report**

The principal/immediate supervisor/director is responsible for reporting and investigating all on-the-job accidents or injuries sustained by employees.

### **When to Report**

An employee injured at work must report the injury to his/her supervisor immediately. Fatal or serious injuries must be reported at once to the Insurance Department by telephone. The telephone number to call is 281/897-4135.

The principal/immediate supervisor/director is responsible for reporting an employee injury to the district insurance office within 24 hours following the incident. A list of Alliance treating doctors may be available from the supervisor; a complete list of Alliance treating doctors is also available online at [www.pswca.org](http://www.pswca.org).

## **GENETIC INFORMATION**

### **Genetic Information Nondiscrimination**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits the district 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 the law, the district asks that employees not provide any genetic information when responding to requests for medical information. "Genetic information" includes a person's family medical history, the results of a person's or family member's genetic tests, the fact that a person or a person's family member sought or received genetic services, and genetic information of a fetus carried by a person or a person's family member or an embryo lawfully held by a person's or family member receiving assistive reproductive services.

## **SICK LEAVE BANK**

The district has established a sick leave bank that employees may join through the contribution of local leave. The purpose of the Sick Leave Bank is to provide additional sick leave days to a member of the bank who experiences a catastrophic medical event which prevents the member from performing the duties of his/her position. Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and vacation, if applicable.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

### **Eligibility**

All district personnel of CFISD, except for substitutes and temporary hourly employees, shall be eligible for membership IF:

1. he/she has been employed for one (1) or more years in CFISD;
2. he/she is eligible for district health care benefits;
3. he/she has earned and accrued three (3) local sick days; and
4. he/she is employed one-half day or more.

Retirees who have returned to the district must meet all the aforementioned criteria to be eligible for membership.

### **Enrollment**

The annual open enrollment period is August 1 through October 31. The effective date of membership of all employees enrolling during this period shall be November 1. Eligible employees who do not elect to join the Sick Leave Bank during the open enrollment period will not be permitted membership in the bank until the subsequent annual open enrollment period the following year.

For Sick Leave Bank purposes, the school year and Sick Leave Bank membership year shall be November 1 through October 31 and shall be referred to as the "school membership year."

### **Guidelines**

Detailed regulations regarding the awarding of days from the Sick Leave Bank are specified in the *Sick Leave Bank Guidelines* which are available electronically at the district intranet site at <http://inside.cfisd.net/> under policies.

### **Appeals**

All decisions regarding the sick leave bank may be appealed to the Superintendent or designee. There is no appeal beyond the Superintendent.

## **REIMBURSEMENT OF LEAVE UPON RETIREMENT**

An employee eligible to earn paid leave benefits shall be reimbursed for earned, accumulated local leave, state sick leave, and state personal leave if the employee is eligible to retire under

the regulations of the Texas Teacher Retirement System (TRS) and submits a letter of resignation (online for professional and paraeducators; in writing for all other employees) giving notice of intent to retire.

For an employee whose local, state sick, and state personal leave days have been accumulated on less than a full-day (seven-hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is not reduced for early retirement under the TRS Program. If an employee meets the criteria to retire under the TRS Program and another state system, and elects the other retirement system, the employee is eligible for reimbursement of earned accumulated leave upon retirement.
2. All eligible employees will be contacted by Business Services via mail 3-4 weeks after completion of their contract to complete paperwork.
3. Maximum benefits shall only be paid to employees who have been employed by the district for ten years prior to retirement. Employees who have been employed five to nine years may draw 50 percent (50%) to 90 percent (90%) of the maximum benefit, respectively.
4. The one-time maximum benefit to an employee shall be \$125 for each unused day of local leave, state sick leave, and state personal leave, not to exceed a maximum of 150 days.
5. This benefit shall be paid to employees who have completed either (1) a full semester or more as identified in the current school calendar and in accordance with DEC (Regulation) or (2) who have completed a school year as defined by the Teachers Retirement System and resign with the intent to retire. The last professional day in each semester for teachers may serve as the end of the semester for all other employees for purposes of retirement and payment of this benefit. An eligible employee who has not completed a full semester or school year as defined by TRS because of medical conditions certified in writing by a physician shall be paid for his or her accumulated leave balance. Benefits shall be paid after completion of required paperwork.

### **EMPLOYEE VACATION DAYS**

Beginning with the 2009-10 school year, all employees serving in positions requiring year-round duties shall be eligible for annual vacation based on total years of creditable service in the district. Creditable service is defined as 90 days of full-time service or 180 days of half-time service. The superintendent or designee shall be authorized to also recognize creditable service for vacation purposes for experience earned outside the district in the same way creditable service is calculated for salary purposes for persons assuming or serving in positions requiring year-round duties.

The following implementation schedule shall apply:

1. employees with ten (10) years or less of creditable service shall be eligible for two (2) weeks of vacation annually.
2. employees working in years eleven (11) through fifteen (15) of creditable service



- shall be granted three (3) weeks of vacation annually;
3. employees with greater than fifteen (15) years of creditable service shall be granted four (4) weeks of vacation annually.

**NOTICE: All employees should be aware that the Payroll Department posts vacation days in advance at the beginning of the new contract year. It is possible, upon separation from the district prior to completing the contract, that all vacation days may not have been earned and the employee will have to repay the monies for the unearned days.**

Provisions for earning vacation days follow:

1. All full-time 250-day contract and full-time twelve-month ancillary employees shall earn vacation beginning with the first date of employment within the respective school year.
2. Those employees eligible for two (2) weeks of vacation shall earn  $\frac{5}{6}$  of a day per month; those eligible for three (3) weeks of vacation shall earn  $\frac{5}{4}$  of a day per month; those eligible for four (4) weeks of vacation shall earn  $\frac{5}{3}$  of a day per month.
3. Employees beginning on or before the 15<sup>th</sup> of the month shall be allowed a full month in determining earned vacation time.
4. Employees may use earned days of vacation any time during the year with the approval of the immediate supervisor. All vacation earned in a given year may be taken during July 1 of the current year through the end of December of the following year (*i.e.*, during an 18-month period). Vacation days shall not be accumulated and carried beyond the 18 months.
5. Contract employees shall be expected to use vacation time in units of at least one-half (0.5) days. Hourly employees shall be expected to use vacation time in units of at least one hour.
6. Upon termination of employment, employees shall be paid for unused earned vacation days, not to exceed the 18-month period for accumulating vacation days.
7. All full-time twelve-month ancillary employees shall be entitled to payment for the non-optional holidays designated by the superintendent each year. Employees shall be paid for the holiday when it occurs and if he/she is in active employment of the district at that time.

All vacation days earned by June 30 in one school or fiscal year must be used by the end of December in the following school year. (DED Local)

## **VI. SERVICES**

## **EMPLOYEE ORGANIZATIONS**

Neither the Board nor any administrator shall directly or indirectly coerce any teacher or employee to refrain from participating in political affairs in his or her community, state or nation.

Neither the Board nor any administrator shall directly or indirectly require or coerce any teacher or employee to join any group, club, committee, organization or association. An employee has the right to join or refuse to join any professional association or organization.

No person shall be denied district employment by reason of membership or non-membership in a labor organization.

The term "labor organization" means an organization of any kind, or any agency or employee representation committee or plan in which employees participate and which exists for the purpose, in whole or in part, of dealing with one or more employers concerning grievances, labor disputes, wages, rate of pay, hours of employment, or conditions of work.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. In the exercise of such rights all persons shall be free from threats, force, intimidation and coercion.

## **MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS**

Membership in the various professional organizations is not compulsory, but staff members have the opportunity to join several professional organizations. Membership fees may be paid through payroll deduction.

## **PERSONNEL SERVICES COMMITTEE**

The district maintains the Personnel Services Committee as an avenue of expression for professional employees who wish to voice a districtwide concern to the administration. There will be at least one representative elected from each building in the district. District Contact Person: Ms. Christina Cole: (281) 517-2680.

## **PARAPROFESSIONAL SERVICES COMMITTEE**

The district maintains a Paraprofessional Services Committee as an avenue of expression for paraprofessional employees who wish to voice a districtwide concern to the administration. District Contact Person: Ms. Janet K. Price: (281) 897-4033.

## **DIXIE THORNTON CENTER PROFESSIONAL LIBRARY**

### **General Purpose**

The mission of the Dixie Thornton Center Professional Library is to provide assistance to all staff with their pursuit of being lifelong learners.

The Professional Library features a modern learning environment with key elements such as:

- a computer workstation area
- individual and collaborative learning environments that may be flexibly rearranged
- social spaces
- a reading corner with publications focused on current trends in leadership and curriculum development

### **Location**

The professional library is located in the Instructional Support Center South, 10300 Jones Road, Suite 505.

### **Hours of Operation**

Monday – Friday 8:00 A.M. - 4:30 P.M.

### **To Reserve/Checkout Equipment**

Linda Ogle, 281/897-8945 or [linda.ogle@cfisd.net](mailto:linda.ogle@cfisd.net)

### **To Reserve/checkout Webcasting Equipment (TETN)**

Contact Instructional Technology, 281/897-3802

### **To Check-in/Check-out Reading corner Publications**

Mary Suderski, 281/897-4069 or [mary.suderski@cfisd.net](mailto:mary.suderski@cfisd.net)

Pat Bice, 281/517-2118 or [patricia.bice@cfisd.net](mailto:patricia.bice@cfisd.net)

### **Mobile Library**

Sue Redmond (scheduling) – 281-517-2801 or [susan.redmond@cfisd.net](mailto:susan.redmond@cfisd.net)

Betina Enriquez (payroll) – 281-897-6454 or [betina.enriquez@cfisd.net](mailto:betina.enriquez@cfisd.net)

Sonia Martinez (snacks) – 281-517-6387 or [sonia.martinez@cfisd.net](mailto:sonia.martinez@cfisd.net)

### **Reserve Library for Small Meetings**

Laurie Brunner, 281/897-3856 or [laurie.brunner@cfisd.net](mailto:laurie.brunner@cfisd.net)

### **Budget Responsibilities**

Mary Jadloski, 281/897-4047 or [mary.jadloski@cfisd.net](mailto:mary.jadloski@cfisd.net)

Sonia Martinez, 281/897-4047 or [sonia.martinez@cfisd.net](mailto:sonia.martinez@cfisd.net)

Linda Macias, 281/897-4118 or [linda.macias@cfisd.net](mailto:linda.macias@cfisd.net)

Lisa Shive, 281/498-4118 or [lisa.shive@cfisd.net](mailto:lisa.shive@cfisd.net)

## **PAYROLL INFORMATION**

### **ALL EMPLOYEES**

#### **Direct Deposit or Debit/Pay Card**

Direct deposit or debit pay card is available to all employees. Any changes must have a change form completed and sent to the Payroll Office. Do not close your account while on direct deposit before notifying Payroll. Failure to do this will result in a delay in your payroll payment.

The district may remove an employee from pay card or direct deposit in order to avoid overpayment of wages to an employee who has exceeded leave days available or has excessive absences.

#### **Name Changes**

The district follows the Teacher Retirement System (TRS) policies for name changes. A new TRS form must be submitted to the Payroll Department to initiate the change. Go to the district's website, [www.cfsd.net](http://www.cfsd.net), Human Resources, Employment Opportunities, Name Change for the necessary forms to complete.

#### **Change of Address Notice**

Address and/or telephone number changes are to be completed promptly after relocation. Both the Human Resources and Payroll departments should be given this information. It is imperative that an employee who has relocated furnish the Payroll Office a change of address notice for any home mailings (insurance information, etc.). Change of address notices are available on-line at <http://inside.cfsd.net/> or from the building/department secretary. An employee may also log on to the Employee Access Center (EAC) to update his/her address online. The EAC is found at <http://inside.cfsd.net>.

#### **Payroll Deductions**

1. Each employee is required to become a member of the Teacher Retirement System, unless that employee is retired from TRS and returning to work. A monthly deduction of 7.05% is taken for Teacher Retirement System for those required to be members of TRS.
2. All employees new to Cypress-Fairbanks Independent School District on or after April 1, 1986, are required by law to contribute 1.45% of their gross salary to Medicare. The district will make a matching 1.45% contribution for each eligible member. This is not a deduction for Social Security benefits; the district is not required to deduct for Social Security benefits. This deduction will provide Medicare benefits for the employee at age 65 or older.
3. Federal Income Tax, according to the employee's filing status and amount earned, is also deducted from the semi-monthly paycheck.
4. Other deductions approved are the employee's choice of:
  - a. insurance (medical and voluntary)

- b. health savings account (HSA)
  - c. Credit Union deductions
  - d. annuities/deferred compensation plans (403(b) and 457)
  - e. professional dues
  - f. combined charities including Donate to Educate
5. An employee who is in violation of district practices and causes damage to district equipment or tools may have the costs of such damaged, equipment or tools deducted from his/her paycheck.

### **Errors and Discrepancies in Salaries**

Employees should always discuss errors or discrepancies of payroll information with their immediate supervisors **or their respective payroll department**. If a satisfactory answer is not obtained, the employee should call the **Payroll Department, (281/897-4110)**.

### **Pay Periods**

At the district's discretion, pay periods may be adjusted so that employees are on the same schedule.

### **Pay Raises**

Pay raises must be budgeted and approved by the Board of Trustees. These increases become effective July 1, the beginning of the fiscal year, for 12 month employees. The increases for less than 12 month employees become effective at the start of the employee's duty or calendar year. An employee whose annual evaluation is less than satisfactory will not be given the pay increase. A less than satisfactory performance shall be an evaluation with two or more domains scored "Unsatisfactory," or "Unsatisfactory" in the same domain for two consecutive years. An employee who has been employed in the district for less than ninety (90) workdays will not be eligible for the general rate increase.

### **Salary Freeze**

An employee whose annual evaluation is less than satisfactory will not be given a pay increase unless otherwise mandated by law. In the District's appraisal system, a less than satisfactory performance shall be an evaluation with two or more domains scored "Unsatisfactory" or "Unsatisfactory" in the same domain for two consecutive years. (DEA (Local))

### **Payoff Upon Resignation**

Cypress-Fairbanks Independent School District is not required to pay early when an employee resigns for any reason. The district's procedure and practice is to pay all personnel at the next regular pay period.

## CONTRACT EMPLOYEES

### **Payday and Annualized Compensation**

Contract employees are paid on a semi-monthly basis. Pay dates for these employees are on the 15th and last working day of the month. Exceptions to these dates shall be made for bank holidays and weekends, which shall result in early payments. Contract employees who work less than 12 months per year shall be paid over a 12-month period as stated above. This practice is known as “annualization” of compensation. It is the district’s practice to annualize the salary payments of contract employees who work less than 12 months. In the event a separation from service occurs before the end of the 12-month period, contract employees will receive an additional payment for the amount actually earned from the beginning of the 12-month pay period until the date of separation from service, but which has not yet been paid. This additional payment will be included in the employee’s final paycheck. **This notice constitutes the district’s unilateral designation of the time and form of payment of recurring part-year compensation in accordance with the Internal Revenue Code regulation for all employees who fall into this category. For purposes of this notice, “separation from service” shall have the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations.**

## HOURLY EMPLOYEES

### **Payday**

Hourly employees are paid on a semi-monthly basis. Payroll check information will be made available to each employee at a designated time dependent on the employee's work schedule.

1. Regular Pay – an hourly employee will be paid at his/her regular hourly rate of pay for the first 40 hours earned each week including vacation, sick leave, and/or holidays.
2. Overtime Pay – an hourly employee will be compensated at 1 ½ times his/her regular rate for hours worked in excess of 40 work hours in each week, unless otherwise specified. Vacation days, sick leave days, holidays, and personal leave days are not included in determining hours worked in a week.

### **Timekeeping Records**

Hourly employees whose jobs are subject to overtime pay regulations have been given badges to utilize the time and attendance system. This system records all in and out swipes by badge number. All swipes on the time and attendance clocks shall be made by the employee personally and no one else. Edits to the records are authorized and approved by the employee’s supervisor or manager.

### **Incentive Pay Loss**

An hourly employee shall forfeit any earned incentive supplement, including safe driving, if said employee leaves full-time employment of the district for a period of one year (365 days) or more.

## **Holiday Pay**

A regular hourly (not part-time or temporary) employee will be paid twice his/her regular rate of pay for all hours required to work during the calendar year on all district designated non-optional holidays and any other designated day listed below, regardless of other hours worked in a work week.

If the regular hourly employee is eligible for holiday pay (260 day employees), the regular hourly employee will be paid for eight hours for the non-optional holiday at his/her regular hourly rate plus twice his/her hourly rate for actual hours worked on the non-optional holiday. Thus, if the regular hourly employee works a full eight hours on the non-optional holiday, he/she will be receiving total compensation of three times his/her normal hourly rate of pay.

If the regular hourly employee is not eligible for holiday pay (works a schedule less than 260 days), the regular hourly employee will receive two times his/her regular hourly rate for actual hours worked on the non-optional holiday.

Designated non-optional days and holidays eligible for holiday pay compensation as described above include the following for school year 2014-15:

- Friday, July 4, 2014
- Monday, September 1, 2014
- Wednesday, Thursday, Friday, November 26, 27, & 28, 2014
- Wednesday/Thursday, December 24 & 25, 2014
- Wednesday, December 31, 2014
- Thursday, January 1, 2015
- Monday, January 19, 2015
- Friday, April 3, 2015
- Sunday, April 5, 2015
- Monday, May 25, 2015

## **EMPLOYEE ACCESS CENTER**

The Employee Access Center (EAC) may be found at <http://inside.cfisd.net>. This site gives employees access to view current information on file with the district regarding their demographics, salary and benefits, leave information, payroll check information, deductions and benefits information, annual pay statement, and certifications on file. This site also allows employees to change or update the demographic information on-line. The following may also be found at the EAC: paycheck stubs, W-2s, and W-4s.



## **VII. CONTRACT EMPLOYEES**

**CODE OF ETHICS AND STANDARD PRACTICES FOR TEXAS EDUCATORS**  
**Texas Administrative Code, Chapter 247**

**Statement of Purpose**

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.

**ENFORCEABLE STANDARDS**

**I. Professional Ethical Conduct, Practices and Performance**

**(A) Standard 1.1** The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district or educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

**(B) 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.

**(C) Standard 1.3** The educator shall not submit fraudulent requests for reimbursement, expenses or pay.

**(D) Standard 1.4** The educator shall not use institutional or professional privileges for personal or partisan advantage.

**(E) Standard 1.5** The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents or other persons or organizations in recognition or appreciation of service.

**(F) Standard 1.6** The educator shall not falsify records, or direct or coerce others to do so.

**(G) Standard 1.7** The educator shall comply with state regulations, written local school board policies and other applicable state and federal laws.

**(H) Standard 1.8** The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

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

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

**(K) 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.

**(L) 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.

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

## **II. Ethical Conduct Toward Professional Colleagues.**

**(A) 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.

**(B) Standard 2.2** The educator shall not harm others by knowingly making false statements about a colleague or the school system.

**(C) 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.

**(D) Standard 2.4** The educator shall not interfere with a colleague's exercise of political, professional or citizenship rights and responsibilities.

**(E) 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.

**(F) Standard 2.6** The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

**(G) Standard 2.7** The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

## **III. Ethical Conduct Toward Students**

**(A) Standard 3.1** The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purpose or is required by law.

**(B) 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.

**(C) Standard 3.3** The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

**(D) 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.

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

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

**(G) 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.

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

**(I) 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.

## **STANDARDS OF CONDUCT AND ETHICS FOR PARAEDUCATORS**

### **Principle I: Ethical Conduct**

The paraeducator shall maintain the dignity of his or her working environment by respecting and obeying the law, Cypress-Fairbanks' policies and procedures, demonstrating personal integrity, and exemplifying honesty.

1. The paraeducator shall not intentionally misrepresent official policies of the school district or educational organizations and shall clearly distinguish those views from his or her personal attitudes and opinions.
2. The paraeducator shall honestly account for all funds committed to his or her charge and shall conduct his or her financial business with integrity.
3. The paraeducator shall not use institutional or professional privileges for personal or partisan advantages.
4. The paraeducator shall not be involved in any immoral or unlawful felony and misdemeanor acts.
5. The paraeducator shall not use, possess, or be under the influence of alcoholic beverages or use, possess, sell or test positive for illegal substances while on the job or on school district property. All employees will be subject to reasonable suspicion in accordance with district policy DHE (Local).
6. The paraeducator shall not be in violation of district policies and/or procedures.

7. The paraeducator shall maintain a high level of performance while carrying out the job and adhering to the standards of conduct.
8. The paraeducator shall dress in a clean, neat, professional manner appropriate to his or her assignment.

### **Principle II: Professional Practices and Performance**

The paraeducator, after qualifying in a manner established by law or regulations, shall assume responsibilities for the working environment practices and professional performance and shall continuously strive to demonstrate competence.

1. The paraeducator shall apply for, accept, or be assigned a position of responsibility on the basis of qualifications and shall adhere to the terms of a contract or appointment, by performing tasks assigned by his or her supervisor.
2. The paraeducator shall possess the mental health, physical stamina, and social prudence necessary to perform the duties of his or her assignment.
3. The paraeducator shall be trained and assist in all phases of instruction and organization for the learning process and objectives.
4. The paraeducator shall continue professional growth.
5. The paraeducator shall report to work on time on a regular basis. He or she is responsible for communicating absences to a supervisor or designee on a daily basis.
  - a. Absence without communication for three consecutive days may be grounds for termination.
  - b. Absences in excess of accumulated sick leave may also be cause for termination, but each case will be handled by the immediate supervisor for extenuating circumstances.
6. The paraeducator shall comply with written local school board policies, applicable state and federal laws, the Cypress-Fairbanks Code of Ethics and Practices, as well as legal statutes regarding dismissal or grievances
7. Paraeducators can be transferred at any time due to enrollment or district requirements. A paraeducator may be assigned to any facility in the Cypress-Fairbanks Independent School District, whether the employee requests such an assignment or not. Refusal to accept an assignment to a designated facility will be interpreted as a voluntary resignation on the part of the employee.

### **Principle III: Ethical Conduct Toward Colleagues**

The paraeducator, in exemplifying ethical relations with colleagues, shall accord just and equitable treatment to all members of the educational working environment.

1. The paraeducator shall not reveal confidential information concerning colleagues unless disclosure is required by law.
2. The paraeducator shall not willfully make false statements about a colleague or the school system.
3. The paraeducator shall protect confidentiality (use discretion in discussing school problems, situations, students and other personnel).
4. The paraeducator shall strive to maintain effective working relationships with associates (peers, subordinates, supervisors and other department heads) while being responsive to others and dealing tactfully and effectively with different opinions.
5. The paraeducator shall demonstrate a professional and supportive attitude towards the job, including positive reaction to constructive criticism and support decisions and

- policies of all supervisors.
6. The paraeducator shall not engage in conduct constituting sexual harassment. The district shall investigate allegations of such harassment and take appropriate disciplinary actions against employees found to engage in such harassment.
  7. The paraeducator shall strive for a high level of performance in carrying out his or her job descriptions.

**Principle IV: Ethical Conduct Toward Students, Parents and Community**

The paraeducator, in accepting a position of public trust, should measure success by the progress made in maintaining positive relations with others.

1. The paraeducator shall maintain a positive relationship with students, parents and community.
2. The paraeducator shall not reveal confidential information concerning students or parents unless disclosure is required by law.
3. The paraeducator shall endeavor to present facts without distortion.
4. The paraeducator shall endeavor to understand community culture and the home environments of students at school.
5. The paraeducator shall manifest a positive role in school district public relations.

**CONTRACT EMPLOYEE STANDARDS OF CONDUCT**

Employees shall be courteous to one another and the public, working together in a cooperative spirit to serve the best interests of the district. Employees are expected to address concerns and/or criticisms pertaining to the work environment within the designated chain-of-command at the employee's work location.

**Dress and Grooming**

**Philosophy:** Cypress-Fairbanks Independent School District recognizes that educators are professionals who strive to be held in high esteem and who seek to earn the respect of all members of the learning community. Professional dress ensures a learning environment that is conducive to establishing high expectations in the pursuit of educational goals.

Guidelines

1. All district employees are role models and should dress accordingly to reflect good judgment and the high standards of the community. No apparel or grooming that has or may have an adverse impact on the educational process is permitted.
2. The dress and grooming of district employees shall be professional, clean, neat, and appropriate for the job assignments. Consideration shall be given to staff members' content area assignment, grade level assignment, or special program assignment.
3. Professional dress for men includes dress slacks and collared shirts with appropriate shoes and socks.
4. Professional dress for women includes dresses, slacks or skirts with appropriate blouse/top and shoes.
5. Campuses have the option to schedule professionally casual spirit days or special event days.
6. If specific concerns regarding an employee's dress, grooming, or appearance should

arise, the employee's supervisor will determine the appropriateness of the item in question.

7. The principals or supervisors, in collaboration with their staff members, may set additional guidelines to meet the needs of the specific campus or building.

### **Employee Liability**

A professional school employee or student teacher is not personally liable for acts done within the scope of employment that involve the exercise of judgment or discretion, EXCEPT in circumstances involving the use or operation of a motor vehicle or where, in disciplining a student, the employee uses excessive force, or his or her negligence in disciplining the student results in bodily injury to the student.

The use of physical force or restraint as a disciplinary action with students should come only when other alternatives have been attempted without success and be used only in the limited situations authorized by Board policy as published in the current Student Handbook and Code of Conduct.

### **Personnel-Student Relations**

All district personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old.

### **Hazing**

District employees are subject to the provisions of Board policy FNCC regarding student hazing.

## **TEACHER WORK LOAD**

### **Duty Free Lunch**

Each classroom teacher or full-time librarian is entitled to at least a 30-minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students. The implementation of this requirement may not result in a lengthened school day. (Education Code 21.405)

If necessary, because of a personnel shortage, extreme economic conditions, or unavoidable or unforeseen circumstances, and in accordance with commissioner rules, the district may require a classroom teacher or librarian to supervise students during lunch no more than one day in any school week. (Education Code 21.405)

In determining whether an exceptional circumstance exists, the district shall use the following guidelines:

1. A personnel shortage exists when, despite reasonable efforts to use non-teaching personnel or the assistance of community volunteers to supervise students during

- lunch, no other personnel are available.
2. Extreme economic conditions exist when the percentage of a local tax increase including the cost of implementing duty-free lunch requirements, would place the district in jeopardy of a potential roll-back election.
  3. Unavoidable or unforeseen circumstances exist when, because of illness, epidemic, or natural or man-made disaster, the district is unable to find individuals to supervise students during lunch. (19 TAC 145.24)

## **COLLABORATIVE PLANNING EXPECTATIONS AND GUIDELINES**

### **Expectation**

Teachers/leaders at all campuses must engage in collegial, collaborative planning sessions where school, grade, and/or content level teams:

1. focus on developing successful, program-specific strategies to improve instruction;
2. share best practices, and review student work and data in order to plan strategically to improve the achievement of all students; and
3. study a common instructional topic linked to student work, model lessons for one another, and practice implementation of new instructional strategies – all guided by student data.

### **Implementation Guidelines**

1. All teachers will be expected to plan collaboratively at least one time per week for a minimum of 45 uninterrupted minutes at a time agreed upon by the team/grade level. Times may include, but are not limited to, before/after school or during their common planning period.
2. Non-core subject teachers and special education teachers shall participate as required by the focus of the meeting or based on an alternate schedule set by the school.
3. School schedules when possible should ensure that the appropriate grade level/content teams have common periods scheduled for collaborative planning.
4. School-based administrators are responsible for ensuring collaborative planning is occurring in their schools, and the work taking place during collaborative planning is linked to the overall goals for the school. Administrators are not required to lead collaborative planning meetings, but should coach and assist teachers with skill building, reflection, and instructional practice linked to school performance measures.
5. Information from the team meetings shall be shared with leadership of the school through a documented process that includes agendas/minutes/lesson plans, etc. The documentation process will be determined by each campus.

### **Planning and Preparation Time**

Each classroom teacher is entitled to at least 450 minutes within each two-week period for instructional preparation, including parent-teacher conferences, evaluating students' work, and planning. A planning and preparation period under this section may not be less than 45 minutes within the instructional day. During a planning and preparation period, a classroom teacher may not be required to participate in any other activity. (Texas Education Code §21.404)

All activities during individual planning sessions must be directly related to instructional preparation.



## **TEACHER WORK HOURS**

Teachers are required to be at work and on duty during established work hours as determined by the individual campus. Additionally, the district has an expectation that teachers will be available to attend reasonable school-related activities that may occur outside the established work day such as collaborative planning sessions, ARDs, staffings, faculty meetings, inservice meetings, school-related sponsorships, and the like. Teachers are categorized as learned professional employees and are therefore exempt from the Fair Labor Standards Act regarding overtime or compensatory time for working beyond 40 hours per week.

## **DUTY ASSIGNMENTS**

Principals may assign duties to employees in addition to those specified in job descriptions. Such duties may include the following:

1. lunch period duty in accordance with law;
2. recess duty;
3. hall duty;
4. classroom housekeeping duties such as turning out lights, closing windows, locking doors, maintaining neat and attractive classrooms, and the like;
5. duty at extracurricular activities;
6. bus loading duty;
7. parking lot duty; and,
8. any extra duty assigned by the principal.

Each principal will prepare a schedule of these duty assignments. A copy of the schedule will be available, and orientation will be provided for such duty assignments.

### **Teachers**

Teachers may be called upon to sponsor various organizations and class groups. The sponsorship of classes may be rotated among teachers annually so that the same teachers do not have the more demanding sponsorships in consecutive years. Sponsors will:

1. supervise projects and activities selected by organizations and class groups;
2. counsel and advise students in elections, and in the selection of projects and activities;
3. establish proper and adequate procedures for the collection and accounting of funds derived from fund-raising projects;
4. keep the principal informed of projects and activity dates and have these posted on the school activity calendar;
5. ensure that all projects and activities of classes and organizations are approved by the administration;
6. schedule projects and organizational work so that class time is not used for that purpose.

Teachers are urged to attend and participate in as many extracurricular activities as time and convenience permit.

## **CERTIFICATION INFORMATION**

Texas Education Code 21.048(c-1) states that the results of certification examinations are confidential and prohibited from disclosure under the Texas Public Information Act. As a certified employee, I understand the district needs to access employee certification information for compliance purposes. Via signature on the Employee Acknowledgement for this *Employee Handbook*, I give consent to district officials to access my certification information.

## **REPORT OF CERTIFIED EMPLOYEE ACTIVITIES**

The superintendent shall notify the State Board for Educator Certification in writing by filing a report within seven calendar days of the date the superintendent first obtains or has knowledge of information indicating that:

1. an applicant for or holder of a certificate issued by SBEC has a reported criminal history;
2. the certificate holder engaged in conduct that violated the assessment instrument security procedures established under Education Code 39.0301; or
3. the certificate holder resigned and reasonable evidence supports a recommendation by the superintendent to terminate the educator based on a determination that the educator engaged in misconduct described in 4(a) – (f), below:
4. a certificate holder's employment at the district was terminated based on a determination that the certificate holder:
  - a. sexually or physically abused or otherwise committed an unlawful act with a student or minor;
  - b. possessed, transferred, sold, or distributed a controlled substance as defined by Health and Safety Code Chapter 481 or by 21 U.S.C. Section 801 *et seq.*;
  - c. illegally transferred, appropriated, or expended funds or other property of the district;
  - d. attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or permit for the purpose of promotion or additional compensation;
  - e. committed a criminal offense or any part of a criminal offense on school property or at a school-sponsored event; or
  - f. solicited or engaged in sexual conduct or a romantic relationship with a student or minor.

The report must be in writing and in a form prescribed by the Board. The superintendent shall notify the Board of Trustees of the school district and the educator of the filing of the report. The State Board for Educator Certification shall determine whether to impose sanctions against the employee's certificate. (DF [Legal])

## **DECISION-MAKING PROCESS REGARDING PERSONNEL**

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

1. academic or technical preparations, supported by transcripts;

2. proper certification for grade level, subject, or assignment, including emergency permits and endorsements for specific subjects, programs, or positions;
3. experience;
4. recommendations and references;
5. evaluations;
6. suitability for the position and professional competence; and,
7. the needs of the district.

### **Notice and Process of Promotional Opportunity**

The district provides periodic and timely postings on the district's website and in district buildings of vacancies in areas of promotional opportunity. Postings indicate the district contact person for applications. Each administrative/support level position requires an interview with a district screening committee as part of the selection process.

## **CONTRACTS**

### **Teachers**

The district provides contracts for teachers under the Contract Law provided in Chapter 21, Subchapters C, D, and E of the Texas Education Code. Each teacher is employed on either a probationary, term, or a continuing contract.

Full details on employment practices, renewals, terminations, hearing appeals, etc. may be found in Board Policies DC, DCA, DCB, DCC, DCD, DCE, DFBB, AND DFE. These policies are on line on the district's web site and are available for review in each campus principal's office, the district Human Resources Office, or the Dixie Thornton Professional Library located in the Instructional Support Center.

### **Administrative/Support Personnel and Term Contract Teachers**

Administrative and certified support personnel, as well as teachers, may be on term contracts as provided in Chapter 21, Subchapter C or E of the Texas Education Code.

Full details on employment practices, renewals, terminations, hearing appeals, etc., may be found in Board Policies DAA, DC, DCA, DCB, DCC, DCD, DCE, DFBB, DFD, DFE, DGBA, DH, DHC, DI, DF and DN. These policies are on line on the district's web site and are available for review in the district Human Resources Office, the Dixie Thornton Professional Library located in the Instructional Support Center, or in the principal's office at each campus.

### **Non-certified Support and Paraeducator Staff**

Non-certified support and paraeducator employees receive a one-year or annual contract which is not subject to Chapter 21, Subchapters C, D, or E of the Texas Education Code. This contract does not grant nor create any contractual or other expectancy of employment or claim of entitlement beyond the terms of the contract.

## TEXTBOOKS

### **Guidelines/Recommendations for Textbook Accountability**

When issuing any instructional materials to a staff member, have each teacher sign for the materials he/she receives. These records will be kept by the Campus Textbook Administrator. Each Campus Textbook Administrator will perform at least two “book checks” throughout the year.

The Campus Textbook Administrator at each campus will also conduct an annual comprehensive textbook inventory coordinated by the district’s Textbook and Property Manager. This inventory will be performed at the end of each school year and includes state adopted student and teacher editions, as well as ancillary materials. Any lost state adopted materials will be replaced through the Textbook Department. Campuses are responsible for purchasing any ancillary item(s) that are lost.

A teacher who fails to return an assigned teacher edition or any assigned ancillary material(s) and cannot account for the missing material(s) through the annual textbook inventory report shall be subject to disciplinary action for the lost material(s).

The campus textbook activity account shall be used for all transactions. Funds collected for materials not returned need to be deposited into the campus textbook activity account.

## TEACHER AND PARAEDUCATOR TRANSFER REQUESTS AND REQUIREMENTS

In accordance with district policy and procedures, teacher/paraeducator transfers for an ensuing school year may be at the initiative of the superintendent or other administrators, and also with consideration provided at the request of individual teachers.

A teacher/paraeducator-initiated request for transfer does not guarantee that such a transfer will be made because each request has to be considered in terms of such factors as:

1. priority and number of transfers which have to be made for administrative reasons;
2. available vacancies;
3. qualifications/certification of the requesting employee; and,
4. campus instructional and organizational needs (principal's judgment).

An employee currently on a teacher in need of assistance plan or performance growth/deficiency plan and/or current year administrative directives is **not eligible** to request a transfer. With the exception of administrative transfers, principals **must** approve all teacher/paraeducator-initiated transfers to their schools.

### **District Priorities**

1. Employees returning from temporary disability (TD) and those at campuses where projected enrollment data reflect the need for fewer staff members because of boundary changes and/or lack of previously expected growth will be given the highest

- priority for administrative transfers.
2. Teacher/paraeducator-initiated requests will be given consideration to the greatest extent possible. Principals may elect to not schedule interviews for employees wanting to transfer if the campus has no known openings; however, if an opening becomes available, that principal will begin the consideration process by reviewing listed individuals from the transfer list.

### **Procedures for Requesting a Transfer**

1. All Teacher/Paraeducator Transfer Requests are completed via the internet. The employee logs on to a link provided each year in the transfer memo. The link takes employees through the process.
2. Once the transfer request has been electronically submitted, principals will have access to daily reports to review the information.
3. Deadlines for submitting transfer requests will be established and published each year.

### **District-initiated Transfers**

The superintendent has the right to assign duties to the teacher as deemed proper, and may, from time to time, assign or reassign the teacher to additional duties. The superintendent has the right to make changes in teaching and building assignments, subject to provisions of Section 11.202(b) of the Texas Education Code, which are determined in the best interest of the district and of those involved. The superintendent will consider campus seniority and principals' recommendations in making assignments and reassignments.

### **Guidelines for Paraeducator Promotions**

Any paraeducator who would like to advance or move up a pay grade would need to apply for positions as they are posted. It is the responsibility of the applicant to be sure he/she has the appropriate skill level, a positive evaluation, support from his/her supervisor and qualifications for the opening. Employees are to follow application instructions as noted on the job postings. Job opportunities are posted in buildings, district facilities, on the internet - [www.cfisd.net](http://www.cfisd.net), and on cable Channel 16.

## **APPRAISAL SYSTEM AND PROFESSIONAL DEVELOPMENT**

### **Philosophy**

Because Cypress-Fairbanks Independent School District expects the continued development of both professional and paraeducator staff, the district provides many growth opportunities throughout the school year and during the summer in order to support that professional growth. A critical component of the continuous improvement process is the on-going support provided by the appraisal process and the collaboration between the employee and administrator.

## **TEACHERS**

### **Appraisal of Teacher Performance**

Cypress-Fairbanks ISD has adopted a locally developed system for teacher appraisal as outlined in Texas Education Code (TEC), §21.352. As outlined, this appraisal process, *Cypress-Fairbanks Professional Development and Appraisal System (CFPDAS)*, does include:

- (a) at least one appraisal each year;
- (b) a conference between the teacher and the appraiser that is diagnostic and prescriptive with regard to remediation needed in overall performance by category; and
- (c) criteria based on observable, job-related behavior, including:
  1. teachers' implementation of discipline management procedures; and
  2. performance of the teachers' students.

The *CFPDAS* process includes:

- (a) a goal-setting process, including completion by the teacher of the *Professional Development: A Plan for Student Learning - Goal Setting - Part I*;
- (b) an opportunity for reflection and sharing between the teacher and colleagues with the completion of the *Professional Development: A Plan for Student Learning - Reflection/Sharing - Part II*;
- (c) multiple opportunities for classroom observations, both formal and/or informal, to be conducted by the assigned appraiser and other administrators;
- (d) cumulative data of written documentation collected by the appraiser regarding job-related teacher performance, in addition to formal classroom observations;
- (e) a goal evaluation process and the completion of the *Professional Development: A Plan for Student Learning - Goal Evaluation - Part III*;
- (f) a written summative annual appraisal report, (includes *Summative Annual Appraisal and Appraisal Record Summary*), and the *Professional Development: A Plan for Student Learning - Summative Conference Data - Part IV*, completed by the appraiser; and
- (g) a summative annual conference to be held with the teacher and appraiser no later than 15 working days before the last day of instruction.

Specific and detailed information about the process and following topics may be found in a separate publication, *Cypress-Fairbanks Independent School District Professional Development: A Plan for Student Learning for Teacher, Paraeducator, and Non-teaching Professional Appraisal*:

- the appraisal standards, domains and criteria;
- a *Teacher in Need of Assistance Plan*;
- the teacher response and appeal process;
- appraiser qualifications;
- requirements for teacher orientation; and,
- specific appraisal timelines.

### **Professional Development Opportunities – Teachers**

#### **Rationale**

At the core of expectations for professional development lies the assumption that there is a strong and direct relationship between staff development and improvements in student learning. That link is strengthened by current research cited in the professional literature.

Like the research models, Cypress-Fairbanks ISD perceives professional development as essential for achieving the goals of the district and the campuses; so, ten days of professional development are included in the academic calendar. These, however, do not provide adequate time for the in-depth learning of subjects taught and TEKS implementation, for developing a repertoire of instructional skills to teach that content, for gaining insight into a diverse student population, and for communicating the essential knowledge and skills vital to the district's culture.

### **Expectations/Eligibility**

Cypress-Fairbanks ISD believes that continuous professional development is vital to teacher and student success. The district expectation is that teachers should earn twenty-five (25) clock hours of off-contract professional development annually OR seventy-five (75) clock hours of off-contract professional development during the three most recent years.

If a teacher has 25 hours for the current year, it is not necessary to look back to any previous years as this meets the 25/75 hours expectation and is eligible for consideration for "Exceeds Expectations" in Domain VI of *CFPDAS*. In the event that the teacher does not have 25 hours in the current year, the professional development records of the previous two years need to be reviewed to determine if there is a minimum of 75 hours during this three-year period.. If there are 75 hours, this meets the 25/75 hours expectation and is eligible for consideration for "Exceeds Expectations" in Domain VI of *CFPDAS*.

Progress toward the 25 hours annually or 75 hours over the three-year period will be reviewed at the summative conference, and, if the expectation is not met, the teacher and supervisor will discuss any apparent concerns and possible extenuating circumstances. Evidence of implementation and the link that exists between the activities and district/campus goals will also be discussed.

For appraisal purposes, the "Proficient" standard of Domain VI of *CFPDAS* should be based upon successful engagement in and implementation of professional development activities "on-contract" (district and campus professional development). The "Exceeds Expectations" standard should be based upon successfully seeking out, engaging in, and implementing professional development activities "off-contract."

Plan I teachers eligible to move to Plan II who have not earned 25 hours in the current year or 75 hours in the previous three-year window (current year plus two previous years) will not move to Plan II, barring extenuating circumstances determined by the appraiser. Plan II teachers who have not earned 25 hours in the current year or 75 hours in the previous three-year window will return to Plan I for at least one year, barring extenuating circumstances determined by the appraiser.

Although many professional development opportunities take place during off-contract hours, employees should adhere to professional standards of conduct expected and demonstrated during on-contract hours. Employees shall refrain from bring custodial or non-custodial children to off-contract professional development learning opportunities.

### **Campus Time Equivalency**

A campus may choose to designate a campus professional development day as a “Campus Time Equivalency” day. The principal is responsible for setting the parameters for acceptable activities that may be used. The seven hours (7) required for credit toward the Campus Time Equivalency (CTE) day must be earned off-contract and prior to the scheduled CTE day.

An employee who has not accrued the required professional development credit prior to the Campus Time Equivalency (CTE) day must report to work as directed by the principal or follow the procedures for non-discretionary leave as outlined in the *CFISD Employee Handbook*.

Failure to adhere to these procedures will result in a reduction in the employee’s salary equal to that employee’s daily rate of pay.

**A principal is not permitted to approve the use of discretionary leave on a staff development day except in the event of extenuating circumstances.**

### **District Time Equivalency**

There are ten (10) professional development days in the school calendar including two (2) days devoted to district content curriculum. All employees are expected to report to work on time on a regular basis including contracted days set aside for professional development.

A district curriculum coordinator may choose to designate a district content curriculum day as a “District Time Equivalency” day. The district curriculum coordinator is responsible for setting the parameters for acceptable activities that may be used. The seven hours (7) required for credit toward the District Time Equivalency (DTE) day must be earned off-contract and prior to the scheduled DTE day. Participation in DTE is a privilege and the guidelines established for credit must be observed in order to receive DTE credit.

An employee who has not accrued the required professional development credit prior to the District Time Equivalency (DTE) day must report to a district location as directed by the district curriculum coordinator or follow the procedures for non-discretionary leave as outlined in the *DFISD Employee Handbook*. Please note that prompt attendance is required on DTE/professional development days, just as it is required for any work day.

The following are considerations regarding attendance at a 7-hour DTE/professional development day. A professional employee who is absent greater than fifteen (15) minutes but less than two (2) hours of a professional development day (this includes both late arrivals as well as early departures) will be allowed the opportunity to make up the missed time in order to receive full credit for the DTE/professional development day. However, a professional employee who is absent more than two (2) hours up to 3.5 hours (50% of the seven (7) hour professional development day) will be considered absent for one-half (1/2) of the day and will be charged leave (if eligible) or docked pay. A professional employee who is absent in excess of 3.6 hours will be considered absent for the entire day and charged leave (if eligible) or docked pay.

**A principal is not permitted to approve the use of discretionary leave on a staff development day except in the event of extenuating circumstances.**



## PARAEDUCATORS AND NON-TEACHING PROFESSIONALS

### **Appraisal of Paraeducator Performance and Non-Teaching Professionals**

All staff members, professional and ancillary, should be evaluated annually by their supervisors. All paraeducator and non-teaching professionals will, in collaboration with their supervisors, demonstrate through the annual goal-setting and evaluation process their continued professional development.

An orientation to the appraisal process should be provided by the end of October for all employees, including the criteria upon which the annual evaluation will be based. The evaluation document and the *Professional Development Record* should be reviewed with the employee at the summative conference to be held as follows:

- Campus paraeducators and non-teaching professionals in May/June
- Non-campus paraeducators and non-teaching professionals prior to the end of the employee's contract year

Specific and detailed information about the process and following topics may be found in a separate publication, *Cypress-Fairbanks Independent School District Professional Development: A Plan for Student Learning for Teacher, Paraeducator, and Non-Teaching Professional Appraisal*:

- a Plan of Action (Goal Setting) document;
- a Paraeducator and Non-Teaching Professional Intervention Plan;
- the paraeducator and non-teaching professional response and appeal process; and,
- specific appraisal timeline.

### **Time Equivalency**

A campus may choose to designate a campus professional development day as a "Campus Time Equivalency" day. The principal is responsible for setting the parameters for acceptable activities that may be used. The seven (7) hours required for credit toward the Campus Time Equivalency (CTE) day must be earned off-contract and prior to the scheduled Campus Time Equivalency (CTE) day.

An employee who has not accrued the required professional development credit prior to the Campus Time Equivalency (CTE) day must report to work as directed by the principal or follow the procedures for non-discretionary leave.

Failure to adhere to these procedures will result in a reduction in the employee's salary equal to that employee's daily rate of pay.

**A principal is not permitted to approve the use of discretionary leave on a staff development day except in the event of extenuating circumstances.**

## RESIGNATIONS

### **General Requirements**

All resignations shall be submitted to the superintendent's designee. The employee shall give reasonable notice and shall include a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

### **Educators**

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 45<sup>th</sup> 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.

An unequivocal resignation filed not later than the 45<sup>th</sup> day before the first day of instruction of the following school year is effective upon filing with the district and the district cannot reject such a resignation. The resignation cannot be withdrawn by the teacher based on an argument that the district has not accepted the resignation.

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

For educators, the Superintendent's designee is the Assistant Superintendent for Human Resources and Student Services, Ms. Chairita Franklin.

### **Resignations at the End of the Year – Non-certified Employees with Annual Contracts**

Employees holding a one-year annual contract may resign at the end of the contract period by filing a written resignation with the superintendent or designee. For professional employees, the superintendent's designee is the Assistant Superintendent for Human Resources and Student Services, Ms. Chairita Franklin. For paraeducators, the superintendent's designee is the Director for Ancillary Personnel, Ms. Jan Price.

### **Resignation Process**

It is important to note that by Board policy and administrative practice, the resignation must be sent **directly to the Human Resources Office**. It is most appropriate to discuss the matter with the principal or supervisor prior to submitting the resignation. A written resignation mailed by prepaid certified or registered mail to the designee at the post office address of the district is considered filed at the time of mailing. Professional and paraeducators employees are encouraged to utilize the on-line resignation/exit process found at [www.cfisd.net](http://www.cfisd.net) under Human Resources.

### **Re-employment After Resignation**

An employee who resigns and later seeks re-employment in the District shall: (1) be employed in accordance with state law and applicable policies; (2) be placed on the salary schedule in accordance with state law, applicable policies, and the District's compensation manual; (3) have no entitlement to seniority and accumulated unused leave at the time of resignation; and, (4) be subject to the personnel policies or any settlement agreements pertaining to the re-employment of former employees.

An employee who resigns after the District has initiated an investigation of alleged misconduct may be eligible for re-employment only after review and approval by the assistant superintendent of human resources.

An employee who resigns or retires to avoid District-initiated termination or nonrenewal shall not be eligible for re-employment with the District. (DFE Local)

### **RESIGNATION CHECKLIST**

The following checklist is being provided as a recommended guideline for use by all staff members when severing their employment with the district. All inquiries about prospective resignations will be handled in a confidential manner by the Human Resources, Payroll, and Insurance departments.

- √ If you are resigning your position because of a serious health condition of your own or that of a family member, you should contact the Insurance Department before you officially resign to determine if you may be eligible for valuable benefits for which you have already paid. Benefits that may potentially be available to assist you include:
  - Paid time off (sick leave, overtime, vacation)
  - Temporary disability leave
  - Family Medical Leave
  - Disability insurance
  - Sick Leave Bank membership
  - Teachers Retirement System of Texas (TRS)
- √ If you are resigning in order to retire from TRS, go to the "Retirement Checklist" on page 114 of this Handbook.
- √ If you are eligible to use any of the benefits listed above, the district can help you coordinate your leave or resignation to assure you receive the benefits you have earned. **Be sure to investigate your benefits BEFORE you officially resign. Once your resignation has been accepted by the Human Resources Department, it cannot be rescinded.**
- √ To submit your resignation, go to the district's Human Resources Department's webpage at [www.cfnisd.net](http://www.cfnisd.net). Go to Resignation/Exit and follow the instructions for resigning.
- √ If you do not have internet access, notify your immediate supervisor and the Human

Resources Department of your resignation in writing as soon as possible. It is appropriate to provide a minimum of two weeks' notice of resignation prior to your last day of employment.

- √ Provide the Human Resources Department with your new address if you are moving.
- √ Turn in all district keys (door keys, desk keys, lock keys); the ID badge, and parking tag to your immediate supervisor.
- √ Unused earned vacation days will be paid at the employee's current daily rate.
- √ All inquiries regarding terminating membership in the Teachers Retirement System of Texas (TRS) and withdrawing member contributions need to be addressed directly with TRS. Write directly to TRS at 1000 Red River Street, Austin, TX 78701-2698; email to [www.trs.state.tx.us](http://www.trs.state.tx.us); or call 1-800-223-8778.
- √ Social Security questions may be answered by calling the Social Security office at 1-800-772-1213 or 713-290-0660.

Refer questions to:

|                                 |                   |                |
|---------------------------------|-------------------|----------------|
| Human Resources (Professional)  | Deborah Stewart   | 281-897-4030   |
| Human Resources (Paraeducators) | Jan Price         | 281/897-4033   |
| 457 Retirement Savings Plan     | Melissa McAnear   | 281-897-4051   |
| Payroll Department              | Mark Flores       | 281-897-4109   |
| Insurance Department            | Mark Flores       | 281-897-4109   |
| TRS                             | Business Office   | 1-800-223-8778 |
| Social Security                 | 1-800-772-1213 or | 713-290-0660   |

## **VIII. NON-CONTRACT EMPLOYEES**

## **NON-CONTRACT (HOURLY) PERSONNEL EMPLOYMENT PRACTICES**

In addition to Section III of this Handbook, the following information is provided for non-contract hourly employees.

### **Application and Interview**

Persons interested in applying for hourly positions with the Cypress-Fairbanks Independent School District should log on to the district's website, [www.cfisd.net](http://www.cfisd.net) Human Resources, Employment Opportunities, Ancillary to view a listing of current openings. Online applications are preferred; however, paper applications may be taken. Human Resource representatives for ancillary positions are located at the Maintenance and Operations Center, 11430 Perry Road (custodial); the Instructional Support Center, 10300 Jones Road (maintenance, printing, distribution center, Berry Center, and police positions); the Transportation Center at 11430 Falcon Road (bus driver, automotive/diesel technicians, serviceman, bus attendant, and mechanic helper positions); the Food Service Department Food Production Center, 11355 Perry Road (food service positions, delivery driver, warehouse positions); and the Cy-Fair Annex, 22602 Northwest Freeway (Club Rewind/Community Programs positions). All applicants must complete an application form and be interviewed and screened by the appropriate personnel supervisor. Applicants may also be interviewed by the supervisor in the area wherein a job exists.

Each applicant is responsible for updating any information regarding change of address, name, telephone number, status, or any other pertinent information for as long as he/she has an active application on file for ancillary positions.

Any falsification of employment reports will disqualify the applicant from being hired or will result in termination of the applicant if he/she is hired.

### **Criminal Record Check**

A criminal record check will be conducted on all applicants. Information obtained in this manner shall be used only to evaluate applicants for employment. If an employee is hired before a criminal check can be obtained, an unsatisfactory criminal background investigation report will be full justification for termination of employment with the district. Each applicant is required to respond to a written inquiry regarding conviction of a misdemeanor, felony, or offense involving moral turpitude (including, but not limited to, theft, attempted theft, rape, murder, swindling and indecency with a minor) and/or placement on probation or deferred adjudication. All employees have a continuing obligation to report within three calendar days any arrest or conviction or other adverse adjudication of any crime as previously described in Section III, page 32. The district may annually perform criminal history record checks on current employees.

### **Selection**

Positions are offered to applicants in view of references, training, experience, and ability to meet the requirements of the available position. Documents required for employment with the Cypress-Fairbanks Independent School District are listed in Section III of the Handbook, pages 45-49.

## EMPLOYMENT PROCEDURES AND WORK RULES

Ancillary personnel shall serve at will, are not employed for any specified length of time, and have no property rights in their employment.

### **Assignments**

The original assignment is made at the time of employment, except in operations and food service, where a nucleus of substitute workers in a department are called when or as needed.

Employees assigned to craft positions which require licensing or certification are responsible for maintaining a current license/certification.

The work weeks and daily time schedules will be established by the administration based on the needs of the district and are subject to change when necessary.

### **Transfers**

Employees can be transferred at any time due to changes in enrollment or district requirements. **Any employee may be assigned to any facility in the Cypress-Fairbanks Independent School District, whether the employee requests such an assignment or not.** Refusal to accept an assignment to a designated facility will be interpreted as a resignation on the part of the employee.

### **Voluntary Transfer**

Employees who wish to transfer from one building to another within the same department within maintenance and operations, food service, media center, transportation (excluding bus drivers and attendants), Community Programs, distribution center, police, mail service and computer repair, will need to first talk with his/her immediate supervisor about his/her interest in making a job change; then apply directly to the supervisor who has the opening.

### **Evaluations**

Written employee evaluations are required annually; however, periodic observations and evaluations are made as frequently as deemed appropriate by the employee's immediate supervisor.

Evaluations are intended to provide the employee and supervisor a mutual understanding of job requirements and performance which can and should be improved. The evaluations will focus on job performance and safety as well as other appropriate facts. This evaluation shall be discussed in detail with the employee by his/her immediate supervisor. The employee shall have the opportunity to make any comments he/she wishes in writing on the evaluation form.

The following scale will be applied when evaluating an employee's attendance:

| <b>Rating</b>               | <b>Number of Absences</b><br>(234-260 days) | <b>Number of Absences</b><br>(216-233 days) | <b>Number of Absences</b><br>(198-215 days) | <b>Number of Absences</b><br>(188-197 days) | <b>Number of Absences</b><br>(187days or less) |
|-----------------------------|---|---|---|---|--|
| <i>Clearly Outstanding</i>  | 0   | 0   | 0   | 0   | 0  |
| <i>Exceeds Expectations</i> | $>0 \leq 6$                                 | $>0 \leq 5$                                 | $>0 \leq 5$                                 | $>0 \leq 4$                                 | $>0 \leq 4$                                    |
| <i>Meets Expectations</i>   | $6 \leq 12$                                 | $5 \leq 11.5$                               | $5 \leq 11$                                 | $4 \leq 10.5$                               | $4 \leq 10$                                    |
| <i>Below Expectations</i>   | $12 \leq 13$                                | $11.5 \leq 12.5$                            | $11 \leq 12$                                | $10.5 \leq 11.5$                            | $10 \leq 11$                                   |
| <i>Unsatisfactory</i>       | 13+   | 12.5+                                       | 12+   | 11.5+                                       | 11+  |

Absences for jury duty, bereavement, religious holidays, military service, and those absences in response to a lawfully issued subpoena to a non party of interest, are not counted in the total used for the performance evaluation rating. Time off for religious holidays shall be reasonably accommodated so long as the time off does not cause undue hardship on the conduct of district business. Employees may request to use an available paid discretionary state personal leave day or take an unpaid leave day for the purpose of religious holiday observation. Approved day(s) for religious holiday observation will not be counted in the total days used for the performance evaluation. Those worker's compensation and temporary disability absences exceeding the FML days will be included in the number of absences for the evaluation rating.

Employees receiving a less than satisfactory evaluation will not be eligible to receive a GRI (General Rate Increase) the following school year. The employees' salaries will be frozen at their present amounts. A less than satisfactory performance shall be an evaluation with two or more domains scored "Unsatisfactory" or "Unsatisfactory" in the same domain for two consecutive years. DEA (Local)

Signing of the evaluation form does not indicate that the employee agrees with the evaluation, but it ensures that each employee has seen his/her evaluation and has had an opportunity to comment in writing. Employees will receive copies of their evaluation forms following their evaluation conferences.

The original copy of the evaluation form will be retained in the employee's personnel file which is located in the Ancillary Personnel Office. The evaluation period for hourly personnel shall be from April 1- March 31.

### **Operators of District Vehicles/Mobile Equipment**

All persons who drive a district vehicle or operate mobile equipment must undergo an annual driver's license record check. An acceptable driving record as determined by the Texas School Bus Drivers' Driving Evaluation criteria (less than 10 points) must be shown in order to operate



a district vehicle/mobile equipment. Employees who receive a citation while driving a district vehicle must notify his/her immediate supervisor immediately.

Drivers who are required to hold a CDL will be required to take a physical every two years and will be assigned to the random drug testing pool.

Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, ditch witches, and golf carts.

Unauthorized use of a district vehicle includes using the vehicle to run personal errands and transporting unauthorized passengers.

### **Notification of Traffic Violations**

Pursuant to CDL requirements, **a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation** (except parking) regardless of the type of vehicle being driven at the time of the violation.

Employees who operate mobile equipment other than vehicles must also notify his/her supervisor in writing and within 30 days of a conviction for any traffic violation (except parking).

### **Absence**

Regular, prompt, and reliable attendance is an essential job function. Employees are expected to report to work on time on a regular basis. Employees who will be absent or late arriving to work are required to contact their designated department prior to the beginning work time, and according to departmental procedures regarding who to contact and when contact must be made. Excessive and/or undocumented absences may lead to disciplinary action up to and including termination.

A doctor's release will be required and must be presented to the department office or supervisor before returning to work for any absence of more than three (3) consecutive work days because of personal illness or illness in the immediate family. The Cypress-Fairbanks Independent School District does reserve the right to check with the doctor on an employee's work status to determine if the employee can perform his/her assigned duties.

### **Tardies**

An employee who is late to work six (6) minutes or more is officially counted as tardy. Excessive tardiness (six [6] annually or during an evaluation cycle) can justify termination. Employees who are one (1) to five (5) minutes late are not to work on time. Frequent occurrences of arriving to work late, but not officially tardy, can be addressed with the employee for corrective measures. Six (6) occurrences of arriving late will equate to one (1) tardy.

### **Time Clocks/Swiping**

Employees required to use the swipe card for attendance/compensation purposes should not swipe in more than six (6) minutes prior to his/her scheduled start time or swipe out more than six (6) minutes after his/her scheduled departure time without a supervisor's pre-approval. Overtime must be pre-approved and will be reported via an exception report.

### **Notice of Vacancy**

A director whose department has a job opening will contact the Director of Ancillary Personnel. The Director of Ancillary Personnel will post the opening for 10 workdays on the district's website. If a newspaper posting is requested, it must be approved by the department's associate superintendent. This notice shall be posted by directors/supervisors at all sites so that all employees have access to notification of the opening. Any employee interested in applying must follow the directions on the posting and the procedure listed below:

1. Notify his/her immediate supervisor and then contact the department which has the opening.
2. All applicants, both from within the district and from outside the district, may be interviewed by the assistant director of the respective department.
3. All promoted non-contract employees will be in training for 90 days. During this time, the employee may be terminated or returned to his/her original or an equivalent position if he/she is not performing satisfactorily.

### **Dress and Grooming**

District employees shall dress in a clean, neat, safe, professional manner, appropriate to their assignments in the district. Personal dress or grooming should not be disruptive to other employees or unsafe in regard to working around machinery and equipment.

Each employee needs to check with his/her supervisor for specific dress/grooming codes.

### **Prohibited Language/Gestures/Materials**

No employee shall, at any time, for any reason, use obscene, vulgar, profane or suggestive language or gestures of any kind or possess printed or written materials of obscene, vulgar, profane or suggestive nature while on duty or school property. Any employee found in violation of this policy will be subject to disciplinary action up to and including termination.

### **Conduct**

Each employee is responsible for developing good will toward the district through a courteous, cheerful, and helpful attitude. The employee is also to carry out his or her work in a cooperative, safe and professional manner. Proper care of plant facilities and equipment, representing vast investments in the public school program by the general public, are the responsibility of all school employees.

### **Personnel-Student Relations**

All district personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old.

**Student Contact**

Hourly employees shall limit conversations with students to that required to perform their duties.

An hourly employee shall not attempt to discipline or punish a student. Hourly employees shall refrain from physical contact with students of a disciplinary nature. The need for discipline shall be reported to a teacher or administrator for action.

An hourly employee shall not attempt to lift an injured student, except at the school supervisor's request. Injuries shall be reported to the teacher, principal or staff supervisor.

With the exception of Club Rewind/Community Programs employees, an hourly employee shall not allow any student into the building or classrooms before or after school hours without the principal's written approval.

**Outside Employment**

Any additional or supplementary part-time employment accepted by employees must not, in any way, interfere with the complete and efficient performance of duties.

**Procedures For Assigning and Searching Employee Lockers**

1. Cypress-Fairbanks Independent School District seeks to provide lockers for its employees' convenience when possible. A locker may be assigned to any employee for his/her use, but the locker remains the property of Cypress-Fairbanks Independent School District.
2. Employees who have lockers assigned to them must sign the Locker Assignment form and are responsible for the contents. A locker may be searched if there is a reasonable cause or, if necessary, to recover district property. Cypress-Fairbanks Independent School District will attempt to notify the involved person prior to the search, and he/she should be present at the time of the search, if possible. Prior notice may not be possible.
3. Emergency situations may necessitate a search without notice to the person assigned to the locker, but in the absence of the individual, a second party shall witness any search. An inventory of the contents shall be made.
4. Administrators/supervisors must ensure that all employees under their direction or supervision are aware of the procedures for assigning and searching lockers.
5. It is the responsibility of supervisors to obtain signed statements from current employees under their direction or supervision who have been assigned a locker. Supervisors must also ensure that a signed statement is obtained from any new employee who is assigned a locker.

**Safety and Reporting Accidents**

To attain the maximum results from a safety program, each of us must be dedicated to the idea that every accident and loss can be prevented. We must believe that it is worth our time and effort to prevent even one minor injury that could have been serious, or one minor damage incident that could have been a major loss.

Ancillary employees involved in an accident while on the job shall notify their department

office, immediate supervisor, or school principal as to the nature of the accident and type of medical care required. If the accident/injury requires medical attention, the employee shall be sent to the nearest medical professional, facility or personal doctor for medical care.

The employee shall report to the building principal or his/her immediate supervisor as soon as possible and within a 24-hour period in order to prepare the employee accident form "Employee's First Report of Injury or Illness". See Section V of this Handbook for Workers' Compensation guidelines, page 128.

## **DISCIPLINARY POLICY AND PRACTICES**

All hourly employees are AT WILL employees of the district. The district or the employee may terminate the employment relationship for good cause or no cause. Nothing in district policy, regulation or this Handbook shall be construed to grant hourly employees a property interest in their positions.

All employees are expected to conform to reasonable standards of performance and conduct. If an employee is unable to maintain these standards, corrective discipline or termination may be required. The goals of corrective discipline are to remedy improper conduct on the part of an employee and to maintain an effective work force.

### **Misconduct in the Work Place**

Disciplinary measures, or termination as the circumstances warrant, may be applied for misconduct in the work place. Corrective discipline may be initiated at the most appropriate level, based on each case and its severity. When applying corrective discipline, action may be taken as the supervisor deems appropriate from one or more measures that include, but are not limited to:

1. coaching session – a scheduled conference with an employee to reach agreement regarding how to correct a problem and/or improper performance;
2. oral reprimand – may be issued to an employee for misconduct by the administrator or immediate supervisor. An oral reprimand serves as notice to the employee that the specific conduct in question is considered undesirable, shall be corrected, and shall not reoccur in the future.
3. written reprimand – may be issued subsequent to any oral warning for misconduct or may serve as first notice to the employee that he/she has breached his/her designated responsibility. The written reprimand shall contain:
  - a. facts of the incident/situation
  - b. specific directives for correction;
  - c. remediation techniques;
  - d. date of reprimand; and,
  - e. employee's signature of receipt and acknowledgment.

A copy of the written reprimand shall be provided to the employee. The original reprimand shall be placed in the employee's personnel file as a permanent record of the misconduct and discipline. The employee has the right to attach his/her written rebuttal to the documentation.

4. administrative leave with pay, authorized by the superintendent or designee;
5. administrative suspension without pay;
6. administrative leave without pay, authorized by the superintendent, as an alternate to termination;
7. demotion, authorized by the superintendent as an alternative to termination.
8. termination

A. In order to maintain a good working environment, all employees are expected to conform to reasonable standards of performance and conduct. When an employee demonstrates an inability to maintain these standards, the department head or supervisor will take necessary corrective action. This action in all cases is directed toward resolving personal and work-related problems which interfere with the employee's effectiveness. When all reasonable efforts to correct employee deficiencies are exhausted, it is necessary that he/she be terminated.

B. An employee whose performance is unacceptable, as determined by the employee's supervisor, may be recommended for termination. Reasons for termination include, but are not limited to, unsatisfactory evaluations, verbal warnings, uncorrected notices of performance deficiencies or offenses that justify immediate dismissal. Examples of offenses warranting immediate dismissal include, but are not limited to, the following:

- a. adjudication at the trial court level for any felony or misdemeanor which is manifestly inconsistent with the safe and efficient operation of the school or department. This includes conviction of any felony, any crime involving moral turpitude, any crime disrupting the educational process or work place or any other adverse adjudication.
- b. fighting, threatening, or attempting to do bodily injury to an employee or student. Bodily injury means physical pain, illness, or any impairment of physical condition.
- c. carrying weapons. A weapon is any object that could cause injury to another person and not required to be in the possession of that employee in the normal course of his/her job.
- d. stealing or misappropriation of property of employees or of Cypress-Fairbanks Independent School District;
- e. unauthorized use of Cypress-Fairbanks Independent School District vehicles and/or equipment;
- f. malicious mischief, the abuse, misuse, or deliberate destruction or damaging of property, tools, equipment of other employees or of the Cypress-Fairbanks Independent School District;

- g. altering or tampering with time cards, sign in/out rosters, or other documents relative to attendance, promptness, or departures. This also includes time padding, which entails the expanding or increasing of time needlessly to complete an assigned task.
- h. drinking alcoholic beverages on the job or during working hours; or the possession of or introduction of any alcoholic beverage on Cypress-Fairbanks Independent School District property or at school-related events at any time. This also includes reporting to work while under the influence of alcohol or testing positive for alcohol.
- i. use of narcotics, and/or the use, possession, or transmitting on district premises or at school-related events, drugs or substances capable of modifying mood and/or behavior. This also includes the habitual use of addictive drugs, hallucinogens, alcoholic beverages, or controlled substances. Any employee testing positive for illegal drugs while on district property or work time will be terminated.
- j. disorderly, disruptive, or immoral conduct on district premises.
- k. falsification of personnel, insurance, or other official Cypress-Fairbanks Independent School District records, or making false statements when applying for employment;
- l. falsifying, concealing information, or refusing to give testimony concerning accidents involving district vehicles, or other accidents and/or incidents which are being investigated;
- m. the possession, display or use of pornographic, vulgar, inappropriate, obscene or suggestive material on district property or in district vehicles while on duty;
- n. leaving work early or leaving a work site without authorization;
- o. excessive absences or tardiness;
- p. no show/no call for three consecutive days;
- q. unsatisfactory performance of assigned duties;
- r. any violations of the district's Working Agreement; and,
- s. for good cause as determined by the superintendent or his/her designee.

## **RESIGNATIONS**

### **General Requirements**

All resignations shall be submitted to the superintendent's designee. The employee shall give reasonable notice and shall include a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

An employee who resigns should give his/her supervisor as much advance notice as possible to allow time to hire and train a replacement. A minimum of two weeks' advance notice is expected. If an hourly employee, for whom a physical examination and drug test is required, voluntarily resigns his/her position during the first six months of employment, the cost of the physical examination and drug test may be withheld from his/her final paycheck.

If an hourly employee resigns prior to the District's recovery of the fingerprinting fees, the remaining cost will be deducted from the employee's final paycheck.

An employee who resigns may have an exit interview with the immediate supervisor and/or the Assistant Director for Human Resources, fill out the necessary forms (resignation and TRS), and turn in issued equipment, materials, keys, parking lot gate key, badge and uniforms, etc. Costs of uniforms may be deducted from an employee's final paycheck for failure to return district uniforms within three (3) work days of resignation or termination. A non-contract employee who voluntarily resigns or is terminated may have the cost of uniforms deducted from his/her final paycheck if uniforms are not returned within three (3) business days following the separation of employment.

### **Re-employment After Resignation**

An employee who resigns and later seeks re-employment in the District shall: (1) be employed in accordance with state law and applicable policies; (2) be placed on the salary schedule in accordance with state law, applicable policies, and the District's compensation manual; (3) have no entitlement to seniority and accumulated unused leave at the time of resignation; and, (4) be subject to the personnel policies or any settlement agreements pertaining to the re-employment of former employees.

An employee who resigns after the District has initiated an investigation of alleged misconduct may be eligible for re-employment only after review and approval by the assistant superintendent of human resources.

An employee who resigns or retires to avoid District-initiated termination or nonrenewal shall not be eligible for re-employment with the District. (DFE Local)

### **Resignation Checklist**

The following checklist is being provided as a recommended guideline to use by all staff members when severing their employment with the district. All inquiries about prospective resignations will be handled in a confidential manner by the Human Resources, Payroll, and Insurance departments.

- √ If you are resigning your position because of a serious health condition of your own or that of a family member, you should contact the Insurance Department before you officially resign to determine if you may be eligible for valuable benefits for which you have already paid. Benefits that may potentially be available to assist you include:
  - Paid time off (sick leave, overtime, vacation)
  - Temporary disability leave
  - Family Medical Leave
  - Disability insurance
  - Sick Leave Bank membership
  - Teachers Retirement System of Texas (TRS)

- √ If you are resigning in order to retire from TRS, go to the “Retirement Checklist” on 114 of this Handbook.
- √ If you are eligible to use any of the benefits listed above, the district can help you coordinate your leave or resignation to assure you receive the benefits you have earned. **Be sure to investigate your benefits BEFORE you officially resign. Once your resignation has been accepted by the Human Resources Department, it cannot be rescinded.**
- √ Provide the Human Resources Department with your new address if you are moving.
- √ Turn in all uniforms, safety equipment, tools, district keys (door keys, desk keys, lock keys); the ID badge, and parking tag to your immediate supervisor.
- √ Unused earned vacation days will be paid at the employee’s current daily rate.
- √ All inquiries regarding terminating membership in the Teachers Retirement System of Texas (TRS) and withdrawing member contributions need to be addressed directly with TRS. Write directly to TRS at 1000 Red River Street, Austin, TX 78701-2698; email to [www.trs.state.tx.us](http://www.trs.state.tx.us); or call 1-800-223-8778.
- √ Social Security questions may be answered by calling the Social Security office at 1-800-772-1213 or 713-290-0660.

Refer questions to:

|                             |                   |                |
|-----------------------------|-------------------|----------------|
| Human Resources (Ancillary) | Jan Price         | 281/897-4033   |
| 457 Retirement Savings Plan | Melissa McAnear   | 281-897-4051   |
| Payroll Department          | Mark Flores       | 281-897-4109   |
| Insurance Department        | Mark Flores       | 281-897-4109   |
| TRS                         | Business Office   | 1-800-223-8778 |
| Social Security             | 1-800-772-1213 or | 713-290-0660   |

### **OTHER SEPARATION FROM THE DISTRICT**

Employees may be separated from the district because of conditions or circumstances beyond their control, such as budget limitations, elimination of positions due to a school closing, reorganization, or other reasons deemed necessary by the administration. When circumstances permit, as determined by the administration, the following process may be used.

1. The superintendent or his/her designee shall identify classifications or position(s) within classifications for elimination.
2. If more than one employee possesses the same classification, and all positions within that classification are not eliminated, the ability, performance, and fitness of the employee(s) involved shall be considered as compared to other members in the same job classification, along with any other relevant criteria identified by the administration.



## **CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT WORKING AGREEMENT FOR HOURLY EMPLOYEES**

Since service to our district is largely dependent upon the conduct of our employees, employees are expected to conform to certain standards of conduct. Employees are required to:

1. read the Employee Handbook and abide by standards, policies, and procedures defined or referenced in that Handbook.
2. follow all local, state and federal laws, district policies, procedures, administrative directives, rules and regulations.
3. practice reliable and regular attendance. Employees are expected to report to work on time daily and are required to contact their immediate supervisors prior to the beginning of work in accordance with the department's guidelines if they are going to be absent.
4. accept assignments to perform regular duties at any facility owned or operated by the district for the purpose of conducting its regular business. Employees may be assigned as substitutes on a temporary or permanent basis as dictated by the needs of the district.

Acts which constitute a breach of the Working Agreement and may give cause for immediate termination include but are not limited to the following:

1. refusing to do tasks assigned by the supervisor or employee in charge of assigned projects.
2. refusing to accept an assignment to a designated facility. This refusal will be interpreted as a resignation on the part of the employee.
3. willfully falsifying job-related records such as absence from duty reports, time cards, time sheets, medical/production/maintenance reports, accident reports, employment applications, and operating logs. This includes but is not limited to punching another employee's time card or signing his/her time sheet. Employees are directed to not begin working prior to swiping in the time clock/logging time on time sheet or continue working after swiping out/logging out on time sheet.
4. using, possessing, the condition of being under the influence of, refusal to consent to testing, or testing positive for alcoholic beverages or using, possessing, selling, or testing positive for illegal drugs while on the job or on school district property.
5. sleeping on the job or willfully hiding to avoid doing assigned tasks. This includes but is not limited to loitering, neglecting assigned duties, being indifferent to the job, and disrupting other employees.
6. failing to attend work in a reliable and regular manner. Employees are in violation of this agreement if any one or more of the following occur:
  - A. unreliable and/or irregular attendance;
  - B. absence without communication (more than three consecutive days);
  - C. absence in excess of accumulated sick leave days;
  - D. excessive undocumented absences;
  - E. frequent late arrivals (six late arrivals equal one tardy);

- F. excessive tardies (six annually or during evaluation cycle);
- G. giving a false reason for absence(s).
- 7. leaving work without the immediate supervisor's approval.
- 8. violating district/department policy, procedures, and/or guidelines.
- 9. stealing or theft of district or personal property.
- 10. violating safety procedures/practices in the workplace/department, including failure to wear personal protective equipment/gear.
- 11. having a cumulative score of less than satisfactory on an evaluation. The district reserves the right to evaluate any employee at any time based on documented poor job performance.
- 12. causing damage to district tools, products, and equipment willfully or as a result of carelessness, negligence, or inefficient performance of duty.
- 13. engaging in sexual harassment or harassment motivated by race, color, religion, national origin, disability, gender, or age directed towards students or district employees.
- 14. engaging in acts of racial prejudice or discrimination.
- 15. soliciting and/or unauthorized distributing of literature on school district property.
- 16. failing to report to supervisory personnel known acts of theft, or other unlawful acts, or failing to report demands or requests by others to participate in such acts, and failing to cooperate in an investigation.
- 17. using district time or materials to perform tasks which promote personal gain for self or others.
- 18. failing to report to the immediate supervisor an arrest for any felony or any offense involving moral turpitude within three calendar days of the event.
- 19. failing to report any conviction, deferred adjudication, or other adverse adjudication, including a plea of *nolo contendere*, of any crime other than a minor traffic offense within three calendar days of the event.
- 20. failing to abide by local, state and federal laws, district policies, procedures, administrative directives, rules and regulations.
- 21. having overall poor performance of assigned duties and/or unacceptable performance.
- 22. fighting or other physical/verbal altercation.
- 23. for good cause.

I understand that this agreement serves only as notice of conduct which may lead to disciplinary action including termination and is not a contract of employment creating a property interest in my employment.

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_