

# KLEIN ISD

SELECTED POLICIES, PROCEDURES,  
& PERSONNEL INFORMATION

2016 - 2017



**For further information or questions regarding KISD personnel policies and procedures, please contact the KISD Human Resource Services Department at (832) 249-4218.**

**For further information or questions regarding employee benefits, please contact the Benefits Department at (832) 249-4691.**

The Klein Independent School District is an equal opportunity employer and does not discriminate on the basis of age, race, religion, color, national origin, sex, or disability in employment matters, in its admissions policies, or by excluding from participation in, denying access to, or denying the benefits of district services, academic and/or career and technology programs, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; Title II of the Americans with Disabilities Act; and the Age Discrimination Act of 1975.

The Klein Independent School District will take steps to assure that the lack of English language skills will not be a barrier to admission and/or participation in all educational and career and technology programs.

For information about **Title IX** rights or applicable grievance procedures (see board policy DIA), contact the District's Title IX Coordinator, Mr. Thomas Darby Young, at the KISD Annex, 16607 Stuebner-Airline Road, Klein, Texas 77379, telephone (832) 249-4300.

For information about **Section 504/ADA** rights or applicable grievance procedures (see board policy DIA), contact the Section 504/ADA Coordinator, Dr. Mary Rosenberg, at the KISD Teaching and Learning Center, 4411 Louetta Road, Spring, Texas 77388, telephone (832) 249-4400.

**For additional information about KISD schools, please visit our website at <http://www.kleinisd.net>.**

*Selected*  
**POLICIES/PROCEDURES  
AND  
PERSONNEL INFORMATION**

**2016-2017**

**Klein Independent School District**

Klein, Texas 77379

(832) 249-4000

<http://www.kleinisd.net>



## **IMPORTANT INFORMATION REGARDING TASB POLICY SERVICE**

The Klein ISD subscribes to the policy services of the Texas Association of School Boards (TASB). This policy system consists of two major sections: legal and local. The legal policies reflect state and federal law and are updated automatically by TASB as needed when new legislation is passed. The local policies expand on the legal policies and reflect District practices and procedures which have been adopted by the KISD Board of Trustees as policy.

A major advantage of the TASB policy service is that the policies are available online, and an individual may use the search feature to aid in finding policies that pertain to a certain subject. The policies may be accessed at <http://pol.tasb.org/Home/Index/595>.

The Klein ISD administrative directives are regularly updated and are available at:

<https://kapps2/AdminDirectives/Directive/ShowDirectiveTable.aspx>  
on Kleinet and in printed copies at each campus.

### **Please note:**

When necessary, policies and administrative directives are updated during the school year after this document has been printed. If you are in a situation where you need to be certain that you have the latest updates, please access the policy or directive online at the web addresses above. The online version will always take precedence over this printed edition.



# KLEIN ISD CAMPUS DIRECTORY

## ADMINISTRATION

Central Office	7200 Spring-Cypress Road, Klein, TX 77379	832-249-4000
Klein ISD Annex	7302 Kleingreen Lane, Klein, TX 77379	832-249-4800
Klein Teaching & Learning Center	4411 Louetta, Klein, TX 77388	832-249-4000
Kleinwood Center	16710 Kleinwood Dr., Klein, TX 77379	832-249-4501
Klein ISD Police Headquarters	7403 Louetta Road, Klein, TX 77379	832-249-4266
KISD Multipurpose Center	7500 FM 2920, Klein, TX 77379	832-249-4240

## ELEMENTARY SCHOOLS

Benfer	18027-B Kuykendahl Road, Klein, TX 77379	832-484-6000
Benignus	7225 Alvin A. Klein Dr., Klein, TX 77379	832-484-7750
Bernshausen	11116 Mahaffey, Klein, TX 77375	832-375-8000
Blackshear	11211 Lacey Road, Klein, TX 77375	832-375-7600
Brill	9102 Herts Road, Klein, TX 77379	832-484-6150
Ehrhardt	6603 Rosebrook Lane, Klein, TX 77379	832-484-6200
Eiland	6700 North Klein Circle Drive, Klein, TX 77088	832-484-6900
Epps Island	7403 Smiling Wood Lane, Klein, TX 77086	832-484-5800
Frank	9225 Crescent Clover Drive Klein, TX 77379	832-375-7000
French	5802 W. Rayford Rd., Klein, TX 77389	832-375-8100
Grace England Early Childhood/Pre-Kindergarten Center	7535 Prairie Oak Dr., Klein, TX 77086	832-375-7900
Greenwood Forest	12100 Misty Valley, Klein, TX 77066	832-484-5700
Hassler	9325 Lochlea Ridge Dr., Klein, TX 77379	832-484-7100
Haude	3111 Louetta Road, Klein, TX 77388	832-484-5600
Kaiser	13430 Bammel N. Houston Road, Klein, TX 77066	832-484-6100
Klenk	6111 Bourgeois Road, Klein, TX 77066	832-484-6800
Kohrville	11600 Woodland Shore Drive, Klein, TX 77375	832-484-7200
Krahn	9502 Eday, Klein, TX 77379	832-484-6500
Kreinhop	20820 Ella Boulevard, Klein, TX 77388	832-484-7400
Kuehnle	5510 Winding Ridge Drive, Klein, TX 77379	832-484-6650
Lemm	19034 Joanleigh Drive, Klein, TX 77388	832-484-6300
McDougle	10410 Kansack Lane, Klein, TX 77086	832-484-7550
Mahaffey (opens Aug. 2016)	10255 Mahaffey Road, Klein, TX 77375	832-375-8300
Metzler	8500 W. Rayford Road, Klein, TX 77389	832-484-7900
Mittelstädt	7525 Kleingreen Lane, Klein, TX 77379	832-484-6700
Mueller	7074 FM 2920, Klein, TX 77379	832-375-7300
Nitsch	4702 West Mt. Houston, Klein, TX 77088	832-484-6400
Northampton	6404 Root Road, Klein, TX 77389	832-484-5550
Roth	21623 Castlemont, Klein, TX 77388	832-484-6600
Schultz	7920 Willow Forest, Klein, TX 77375	832-484-7000
Theiss	17510 Theiss Mail Road, Klein, TX 77379	832-484-5900
Zwink	22200 Frassati Way, Klein, TX 77389	832-375-7800

## INTERMEDIATE SCHOOLS

Doerre	18218 Theiss Mail Road, Klein, TX 77379	832-249-5700
Hildebrandt	22800 Hildebrandt Road, Klein, TX 77389	832-249-5100
Kleb	7425 Louetta, Klein, TX 77379	832-249-5500
Klein	4710 West Mt. Klein, Klein, TX 77088	832-249-4900
Krimmel	7070 FM 2920, Klein, TX 77379	832-375-7200
Schindewolf	20903 Ella Boulevard, Klein, TX 77388	832-249-5900
Strack	18027-S Kuykendahl Road, Klein, TX 77379	832-249-5400
Ulrich	10103 Spring-Cypress Road, Klein, TX 77070	832-375-7500
Wunderlich	11800 Misty Valley, Klein, TX 77066	832-249-5200

## HIGH SCHOOLS

Klein High	16715 Stuebner-Airline Road, Klein, TX 77379	832-484-4000
Klein Forest	11400 Misty Valley, Klein, TX 77066	832-484-4500
Klein Oak	22603 Northcrest Drive, Klein, TX 77389	832-484-5000
Klein Collins	20811 Ella Boulevard, Klein, TX 77388	832-484-5500
High School #5 (opens Aug. 2017)	10201 Spring Cypress, Klein, TX 77070	tba
Vistas High School Program	12550 Bammel N. Houston, Klein, TX 77066	832-484-7650

PLEASE VISIT OUR WEBSITE:

<http://www.kleinisd.net>

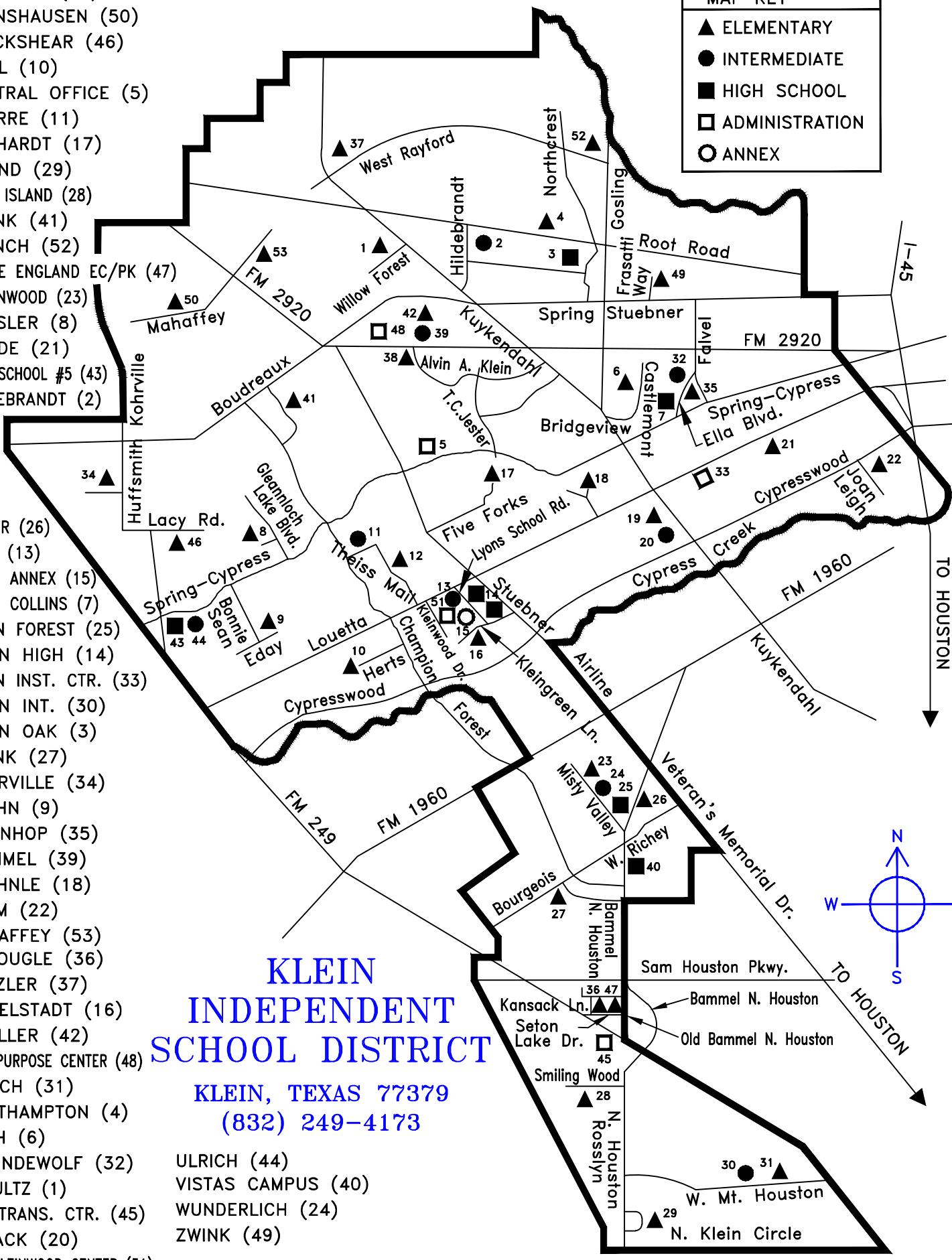
- BENFER (19)
- BENIGNUS (38)
- BERNSHAUSEN (50)
- BLACKSHEAR (46)
- BRILL (10)
- CENTRAL OFFICE (5)
- DOERRE (11)
- EHRHARDT (17)
- EILAND (29)
- EPPS ISLAND (28)
- FRANK (41)
- FRENCH (52)
- GRACE ENGLAND EC/PK (47)
- GREENWOOD (23)
- HASSLER (8)
- HAUDE (21)
- HIGH SCHOOL #5 (43)
- HILDEBRANDT (2)
  
- KAISER (26)
- KLEB (13)
- KLEIN ANNEX (15)
- KLEIN COLLINS (7)
- KLEIN FOREST (25)
- KLEIN HIGH (14)
- KLEIN INST. CTR. (33)
- KLEIN INT. (30)
- KLEIN OAK (3)
- KLENK (27)
- KOHRVILLE (34)
- KRAHN (9)
- KREINHOP (35)
- KRIMMEL (39)
- KUEHNLE (18)
- LEMM (22)
- MAHAFFEY (53)
- McDOUGLE (36)
- METZLER (37)
- MITTELSTADT (16)
- MUELLER (42)
- MULTIPURPOSE CENTER (48)
- NITSCH (31)
- NORTHAMPTON (4)
- ROTH (6)
- SCHINDEWOLF (32)
- SCHULTZ (1)
- SO. TRANS. CTR. (45)
- STRACK (20)
- THE KLEINWOOD CENTER (51)
- THEISS (12)

# KLEIN INDEPENDENT SCHOOL DISTRICT

KLEIN, TEXAS 77379  
(832) 249-4173

- ULRICH (44)
- VISTAS CAMPUS (40)
- WUNDERLICH (24)
- ZWINK (49)

MAP KEY	
▲	ELEMENTARY
●	INTERMEDIATE
■	HIGH SCHOOL
□	ADMINISTRATION
○	ANNEX





## ***Klein Independent School District 2016-20 District Strategic Plan***

### ***Mission:***

*The Klein Independent School District, proud of its heritage and embracing the future, develops students to become skillful, active, reflective, self-disciplined, and honorable members of their communities through engaging learning experiences in a safe and nurturing environment.*

### ***Vision:***

*Future Ready*

### ***Portrait of a Klein ISD Graduate:***

*A Klein graduate effectively problem solves, innovates, and communicates in an evolving global community.*

### ***Objectives:***

*Klein ISD believes that quality student achievement goes beyond achieving the highest ratings awarded by state and national accountability standards. Our strategic objectives address both the academic success and social well-being of every Klein ISD student*

- Each student will achieve academic excellence with comprehensive knowledge, skill, and understanding within his/her individual learning plan.
- Every student will demonstrate the character traits of a productive and honorable citizen in a global community.

### ***Beliefs:***

We believe that knowledge empowers people.

We believe that the limits of human potential are unknown and immeasurable.

We believe that a safe and secure environment is critical for nurturing students.

We believe that all people are inherently free to make choices.

We believe that responsibility is necessary for the benefits of freedom to be realized.

We believe that leadership is a shared role and responsibility.

We believe that integrity and respect build trust.

We believe that meaningful relationships are essential for overall well-being.

We believe that families and schools provide stability for communities.

We believe that diversity and heritage enrich and strengthen.

We believe that faith gives meaning and purpose to human life.

### ***Board of Trustee Goals:***

Improved Student Achievement

Positive and Safe School Environment

Financial Accountability

Quality Personnel

Sound Policy Development and Oversight

### ***Strategic Parameters:***

We will put students first.

We will maintain our commitment to excellence.

We will treat all people with dignity and respect.

We will practice open and honest communication.

We will promote a safe and secure environment.

We will be good stewards of our resources.

## 2016-20 Strategies and Action Plans

Team Leader	Action Plan and Update	
<b>Strategy 1: Raise the performance of all students and close the achievement gap.</b>		
Ms. Jenny McGown	1.1	Deliver a 21 <sup>st</sup> century educational experience to all learners using innovative student-centered instructional strategies, curriculum, assessment and technology.
Ms. Jenny McGown	1.2	Provide programs and interventions to prepare students for high school graduation and college/post-secondary success.
Ms. Jenny McGown	1.3	Deploy best practices to expand advanced academics opportunities.
<b>Strategy 2: Recruit and retain the highest quality employees.</b>		
Mr. Curt Drouillard Ms. Jenny McGown	2.1	Utilize incentive strategies to promote quality instruction.
Mr. Curt Drouillard Dr. Jan Marek	2.2	Align human resource processes, policies and professional development to promote effective career progression.
<b>Strategy 3: Promote positive character traits and effective communication.</b>		
Dr. Jan Marek Ms. Jenny McGown	3.1	Integrate character education, relationship building, violence prevention, and social skills programs and practices across the curriculum.
Ms. Judy Rimato	3.2	Expand strategies for effective communication.
<b>Strategy 4: Identify and use best practices for continuous improvement.</b>		
Ms. Jenny McGown	4.1	Measure and communicate student, employee, community, and local university/college progress and satisfaction for use in district continuous improvement.
Mr. Robert Robertson	4.2	Manage district growth.
Ms. Karen Fuller Ms. Jenny McGown	4.3	Utilize long range planning to meet district technology needs.
Ms. Karen Fuller Mr. Robert Robertson Mr. Thomas Petrek	4.4	Align and manage district assets to support stakeholder needs.

*Approved January 2016*

**SELECTED POLICIES AND PERSONNEL INFORMATION  
TABLE OF CONTENTS  
(in Alphabetical Order by Sections)**

<b>Policy Title</b>	<b>Page</b>
<b>EMPLOYMENT AND CONDUCT POLICIES/PROCEDURES</b>	
Aftercare Programs (FFC) .....	89
Assignment and Schedules (DK) .....	72
Attendance of Spouse at Education-Related Conventions (II-46) .....	84
At-Will Employment (DCD) .....	67
Authorized Uses of Equipment and Supplies (CMB).....	80
Betting Pools/Lottery Collections (II-15).....	14
Clerical Transfers (II-40.1) .....	75
Code of Ethics and Standards of Conduct .....	7
Compensation and Benefits: Salaries and Wages (DEA) .....	49
Conduct on School Premises (GKA).....	13
Conflict of Interest (DBD) .....	11
Consideration of Materials for Placement in Personnel Files (II-4) .....	69
Continuing Contracts (DCC) .....	51
Continuing Professional Education (DMC).....	84
Convention/Conference Attendance in Houston Area (II-45.1) .....	83
Covering Classes for a Teacher (II-36) .....	78
Credentials and Records (DBA).....	71
Delegate Attendance at Educational Organization Conventions (II-45.2) .....	84
Department Chairpersons (II-31) .....	78
Dismissal and Suspension (DFAA & DFBA) .....	52
Distribution of Nonschool Literature (GKDA) .....	86
Duty Days, Assignments, and/or Pay Grade Changes .....	73
Duty Day Schedule (II-42.2).....	74
Educator Term Contracts (DCB) .....	51
Electronic Communication and Data Management (CQ) .....	14
Employee Complaint Form – Level One (DGBA, Exhibit A) .....	45
Employee Complaint Appeal Notice (DGBA, Exhibit B) .....	48
Employee Complaints/Grievances (DGBA) .....	39
Employee Guidelines for Acceptable Use of Technology Resources (III-36.4) .....	17
Employee Recognition and Awards (DJ) .....	80
Employee Standards of Conduct (DH).....	3
Employee Standards of Conduct: Gifts & Solicitations (DHA).....	9
Employee Website Discounts (GKDA).....	89
Employment Practices (DC).....	24
Energy Use and Conservation (I-34).....	88
Expense Reimbursement (DEE) .....	82
Federal Identification and/or Sales Tax Number (I-25) .....	81
Financial Ethics (CAA) .....	9

Policy Title	Page
Free Passes to Athletic Contests (DEB) .....	89
Freedom from Bullying (FFI) .....	35
Freedom from Discrimination, Harassment, & Retaliation (Employees-DIA) .....	26
Freedom from Discrimination, Harassment, & Retaliation (Students-FFH).....	29
Freedom of Association (DGA) .....	85
Grant Proposals (I-15) .....	82
Job Reclassification (II-51).....	68
Lunch and Breaks/Paraprofessional Staff (II-42.1.3) .....	79
Office Communications: Mail and Delivery (CPAB) .....	86
Overtime Pay for Non-Administrative Personnel (II-43) .....	77
Payroll Deductions (II-5) .....	82
Performance Appraisal (DN).....	76
Personal Items at the Job Assignment (I-23.1) .....	87
Personnel File Review (II-4.1).....	69
Personnel Files/Informal (II-4.2).....	70
Pest Management Program (CLB).....	88
Position Vacancies (II-40) .....	75
Prevention and Reporting of Bullying (IV-38).....	38
Professional Meetings and Visitations (DMD) .....	83
Procedures for Professional and Personal Use of Social and Other Electronic Media – District or Non-District Owned (III-36.5) .....	21
Promotions.....	76
Publication/Presentation Incentive Plan (DEAA).....	85
Purchasing (CH) .....	81
Reduction in Force (DFFA) .....	57
Reduction in Force: Program Change (DFFB).....	61
Reduction in Force: Continuing Contracts (DFFC).....	64
Release of Employee Information (GBA) .....	70
Release of Personnel Information (II-3.1) .....	70
Restriction of Gifts from E-Rate Vendors to Employees (I-16.2) .....	20
Restriction of Gifts from E-Rate Vendors to Employees- <u>Agreement</u> (I-16.2.1) .....	21
Retirement from the KISD (II-40.4) .....	78
Social Activities During Duty Hours (II-42.1.1) .....	79
Standard Employment Date (II-2) .....	70
Term Contracts: Nonrenewal (DFBB) .....	53
Termination of Non-Contract Employees (II-43.2).....	68
Use of Funds (I-18) .....	80
Utilization of School-Owned or Leased Photocopy/Printing Equipment (I-38) .....	81
Work Load (DL).....	79

## **ABSENCE AND LEAVE POLICIES/PROCEDURES**

<b>Policy Title</b>	<b>Page</b>
Catastrophic Sick Leave Bank (DEC) .....	97
Jury Duty of Employees (DEC) .....	106
Leaves and Absences (DEC) .....	93
Leaves of Absence (DEC) .....	99
Leaves of Absence/Sick Leave (II-47) .....	103
Leaves of Absence Responsibilities (II-47.3) .....	104
Leaves of Absence – Waiting List (II-47.2) .....	104
Personal Leave Days – Guidelines (II-44) .....	105
Vacancies Due to Leaves of Absence (II-47.1) .....	104
Vacations and Holidays: Nonduty Days (DED) .....	105

## **PERSONNEL INFORMATION/PROCEDURES**

Calculation of Retirement Annuity .....	110
Continuation of Health Benefits Coverage – COBRA Law .....	114
Employee Benefit Information .....	111
Employee Benefits Available Through Payroll Deductions .....	112
Personal and Sick Leave Policy Highlights .....	115
Professional Liability Insurance .....	117
Retirement Age .....	111
Salary Schedule Information .....	109
Teacher Retirement .....	110
Termination of Employment: Resignation (DFE) .....	114
Workers' Compensation Benefits .....	115

## **ORGANIZATIONAL CHARTS**

As the organizational chart may be revised/updated during the school year, the most current chart can be found on the Klein ISD employee website (knet). You may access the chart at <http://knet/users/0004/docs/OrgChartNames.pdf>.

## INSTRUCTION AND PUPIL POLICIES/PROCEDURES

Policy Title	Page
Admissions: Interdistrict Transfers (FDA) .....	132
Admissions: Intradistrict Transfers (FDB) .....	133
Advertising and Fund-Raising in the Schools (GKB).....	136
Censorship, Sensitivity, and Sensibility (III-43) .....	125
Child Abuse Reporting Responsibilities (FFG).....	129
Consultants/Resource Persons (III-38).....	122
Detention of Pupils (FO) .....	131
Distribution of Nonschool Literature by Students (FNAA) .....	126
Equal Educational Opportunity (FB).....	127
Flag Display Guidelines (I-8).....	122
Gifts and Solicitations (FJ) .....	140
Instructional Program Implementation and Development (III-2).....	121
Live Animals in the Schools (EMG).....	125
Medical Treatment (FFAC) .....	131
Movies Shown in Classrooms (III-41) .....	126
Pledges of Allegiance and One Minute of Silence (III-80).....	124
Prizes and Sales Incentives (I-27) .....	139
Relationship to County Agency (IV-23) .....	130
School/Business/Community Partnerships (GKE) .....	140
Seasonal Celebrations/Performances (I-39.1) .....	142
Seasonal Decorations (I-39) .....	143
Student Fees, Fines, and Charges (FP) .....	142
Student Handbooks (III-81).....	122
Student Purchases (I-51) .....	142
Teacher-Supervised Period in Elementary School (III-22).....	131
Teaching about Controversial Issues (EMB).....	124
Thunder and Lightning (I-31.1) .....	132
Visitors to the Schools (GKC) .....	135

### APPENDIX: SAFETY PROCEDURES

A. General Safety Rules.....	A-1
B. First Aid.....	B-1
C. Severe Weather (Tornado/Thunderstorm) Procedures.....	C-1
D. Evacuation Plan/Procedures.....	D-1
E. Intruder/Active Shooter Situations.....	E-1
F. KISD 2016-2017 Calendar.....	Inside Back Cover

***Employment and Conduct  
Policies/Procedures***





## **EMPLOYEE STANDARDS OF CONDUCT (DH LOCAL)**

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

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

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

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

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

### **Weapons Prohibited**

The District prohibits the use, possession, or display of any firearm, illegal knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

#### **Exceptions:**

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action. [See CKE]
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

### **Electronic Media**

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

#### **Use with Students**

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

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

An employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. (See CPC)

### **Personal Use**

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

### **Safety Requirements**

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

### **Harassment or Abuse**

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

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

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

An employee shall report child abuse or neglect as required by law. [See FFG]

### **Relationships with Students**

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

### **Tobacco and E-Cigarettes Use**

Employees shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities.

### **Alcohol and Drugs**

Employees shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

### **Exceptions**

It shall not be considered a violation of this policy if the employee:

1. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

2. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

An employee who possesses or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.

### **Notice**

Each employee shall be given a copy of the District's notice regarding drug-free schools. [See DI (EXHIBIT)]

A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

### **Arrests, Indictments, Convictions, and Other Adjudications**

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

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct if two or more acts are committed within any 12-month period; or
  - Acts constituting abuse under the Texas Family Code.

### **Dress and Grooming**

As professionals and role models for all students, district employees are expected to support and adhere to the District dress code standards. The standards adopted for students and outlined in the student handbook shall serve as minimum requirements for all employees, with the exceptions noted below:

1. Members of the teaching staff shall dress in a professional manner and shall not wear overly casual attire or jean-type pants of any style or color. At the principal's discretion, one day per week may be designated as "spirit" day and jean-type or coordinated wind-suit-type clothing may be worn with the school's adopted spirit, departmental, or other similarly styled shirt.

2. Male staff members, with the exception of administrative staff members, shall be expected to wear while on duty a collared shirt, with or without a tie. Physical education teachers may wear shirts appropriate to their assignment.
3. Men may have a neatly groomed mustache or beard but otherwise shall be clean-shaven.
4. All employees shall be required to wear an approved KISD identification badge in a standardized manner visible on the upper part of his/her clothing.

### **District Expectations of Sponsors**

The following is a list of some of the District's major expectations of its cocurricular and extracurricular staff members in academic contests, athletics, cheerleading, drama, drill team, music, speech, and in the various other programs that are designed to provide a full range of educational experiences for our students:

1. Classroom academic assignments come first.
2. Winning is always the goal in any contest, but it is not the most significant aspect of the district's cocurricular and extracurricular programs.
3. Proper sportsmanship shall be exhibited at all times. Positive guidance is necessary in helping participants understand that such things as "breaks," "luck," and "calls" by competition officials or referees can go "either way" and regardless of what happens, everyone must continue to function within the rules.
4. Participants should be complimented on performance when it is justified.
5. Sarcasm and a demeaning attitude toward students shall not be tolerated.
6. Coaches, directors, and sponsors shall never use profanity toward a student or allow a student to be subject to any verbal or physical abuse, including hazing.
7. Errors by students can be expected and should be treated in a professional manner by the coach, director, or sponsor.
8. Behavior of the coach, director, or sponsor toward the participants during practice sessions and contests shall be reasonable and appropriate.
9. Each coach, director, and sponsor shall be familiar with the process of human growth and development to the extent that individual differences in a student's rate of progress, stamina, and physical conditioning are respected in both the practice sessions and in the contest.
10. Tryout activities for athletic teams, drama productions, and for all other student groups should be of sufficient duration and scope that the student will feel as if he or she had a reasonable chance to display the skills sufficient to be selected for participation.
11. Each teacher employed by the District for a cocurricular or extracurricular assignment shall be fully knowledgeable of the District's departmental guidelines, applicable policies of the Board, and administrative directives.
12. Each staff member shall be aware of the role of the University Interscholastic League (UIL) and any other appropriate governing body and shall be knowledgeable of the eligibility rules.
13. Each high school head coach, director, and sponsor shall take responsibility for advising and guiding the parent booster group in consultation with the school principal.
14. Each head coach, director, and sponsor shall be actively involved in planning and conducting the end-of-season banquets or recognition programs.
15. Each coach, director, and sponsor shall be aware of the budget, inventory, and purchasing process of the District.
16. Each coach, director, and sponsor is responsible for the District facilities that he or she uses and shall exercise the proper degree of responsibility for security and student and spectator safety at all times.

17. Recruiting a student or family from one attendance zone to another or encouraging students to refrain from participating in another sport or school activity shall not be allowed.
18. All coaches, directors, and sponsors shall be aware of the importance of communication between themselves and parents. Teamwork between parents and the District shall be apparent in all areas.

### **Annual Notification**

Each of the statements above shall be included in any administrative manuals or handbooks that are distributed.

## **CODE OF ETHICS AND STANDARDS OF CONDUCT**

All employees, as public servants, must follow the Code of Ethics and Standard Practices for Texas Educators as adopted by the State Board for Educator Certification. (19 TAC 247.2)

### **Code of Ethics and Standard Practices for Texas Educators [DH (EXHIBIT)]**

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. *TAC 247.1*

#### **1. Professional Ethical Conduct, Practices, and Performance.**

**Standard 1.1.** The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the District, educational institution, educator preparation program, the Texas education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

**Standard 1.2.** The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

**Standard 1.3.** The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

**Standard 1.4.** The educator shall not use institutional or professional privileges for personal or partisan advantage.

**Standard 1.5.** The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.

**Standard 1.6.** The educator shall not falsify records, or direct or coerce others to do so.

**Standard 1.7.** The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

**Standard 1.8.** The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

**Standard 1.9.** The educator shall not make threats of violence against District employees, Board members, students, or parents of students.

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

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

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

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

## **2. Ethical Conduct Toward Professional Colleagues.**

**Standard 2.1.** The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

**Standard 2.2.** The educator shall not harm others by knowingly making false statements about a colleague or the school system.

**Standard 2.3.** The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

**Standard 2.4.** The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

**Standard 2.5.** The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

**Standard 2.6.** The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

**Standard 2.7.** The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

## **3. Ethical Conduct Toward Students.**

**Standard 3.1.** The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

**Standard 3.2.** The educator shall not intentionally, knowingly, or recklessly treat a student in a manner that adversely affects or endangers the student's learning, physical health, mental health, or safety of the student or minor.

**Standard 3.3.** The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

**Standard 3.4.** The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

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

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

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

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

**Standard 3.9.** The educator shall refrain from inappropriate communication with a student or minor, including 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:

- a. The nature, purpose, timing, and amount of the communication;
- b. The subject matter of the communication;
- c. Whether the communication was made openly or the educator attempted to conceal the communication.
- d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship
- e. Whether the communication was sexually explicit; and
- f. 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.

### **EMPLOYEE STANDARDS OF CONDUCT: GIFTS AND SOLICITATIONS (DHA LOCAL)**

Teachers and other employees shall not request financial support or donations of any type from civic groups, PTA organizations, or individuals in the community for any supplies, materials, or other items to be used in the instructional process, except for requests approved to be displayed on a donation website for a classroom as outlined in Directive I-16.3. Any requests for donations shall be from the administration except for requests approved to be displayed on a donation website for a classroom as outlined in Directive I-16.3.

Community organizations voluntarily may make donations to the District after discussing the needs with the appropriate administrators. [See CDC]

#### **Access to Vendors**

Vendors shall not be permitted to make appointments to meet with groups of employees at any school facility at any time unless requested by the administrator and with the advance written approval of the Superintendent. [See GKC]

(See also policy FJ (LOCAL), *Gifts and Solicitations*, on page 140 of this manual.)

### **FINANCIAL ETHICS (CAA LOCAL)**

All Trustees, employees, vendors, contractors, consultants, volunteers, agents, 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.

#### **Fraud and Financial Impropriety**

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

### **Definition**

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 CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

### **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.

### **Fraud Prevention**

The Superintendent or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

### **Reports**

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.

### **Protection from Retaliation**

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

### **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.



### **Response**

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.

### **Federal Awards Disclosure**

The District shall disclose, in a timely manner in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal grant award. [See CBB].

### **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.

## **CONFLICT OF INTEREST (DBD LOCAL)**

### **Gifts**

*Note:* For conflicts of interest and gifts and gratuities related to federal grants and awards, [See CB and CBB].

### **Disclosure—General Standard**

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

### **Specific Disclosures**

#### **Substantial Interest**

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

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

### **Interest in Property**

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

### **Annual Financial Management Report**

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

### **Endorsements**

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 nonschool 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.

### **Sales**

An employee shall not use his or her position with the District to attempt to sell products or services.

### **Nondistrict Related Services**

Employees shall not be expected to perform personal, nonschool-related services for another employee during or after regular duty hours.

### **Confidentiality**

Employees shall not disclose confidential information gained by reason of their official position nor shall employees use confidential information for personal gain or benefit.

### **Nonschool Employment**

In order to avoid potential conflict of interest with the best interest of the District, the following shall apply:

1. An employee shall not accept outside employment that interferes with regular school District duties. The Superintendent shall ascertain whether outside employment might interfere with any employee's ability to carry out his or her regular assignment and render a decision concerning the request.
2. A professional employee who wishes to accept outside employment or engage in other activities for profit during the term of employment with the district shall file a written request with the principal or supervisor if such activities entail more than 15 hours per week during the school year.
3. An administrator shall notify his or her immediate supervisor in writing prior to accepting any outside employment or consultant responsibilities for which remuneration is received or promised. If a conflict of interest might occur, the immediate supervisor shall forward all applicable materials to the Superintendent for a decision.

4. Employees who work at school facilities in an aftercare program shall not spend any portion of the regular duty day attending to matters relating to the aftercare program.

#### **Nonschool Tutoring**

Except as part of a District-approved aftercare program, employees shall not use school facilities for or receive pay or any other consideration for tutoring or instruction unless the duties are part of a District-sponsored or District-affiliated program. [See FFC]

#### **Private Commercial Ventures**

Private commercial ventures by employees shall not be endorsed by the District. Employees are prohibited from using District time or equipment to develop or promote such ventures. However, an employee may purchase advertising space on the District's website. [See FFC and GKB]

#### **Use of District Funds or Property**

Employees shall not misuse or mishandle District funds or property. Any employee concerned that a conflict of interest or violation of the code of ethics might exist shall notify his or her immediate supervisor. After a review by the Superintendent, the Board shall be the final arbiter in determining violations of the above standards. [See CAA]

### **CONDUCT ON SCHOOL PREMISES (GKA LOCAL)**

Principals and other designated employees are authorized to:

1. Refuse entry onto school grounds to persons who do not have legitimate business at the school;
2. Request any unauthorized person or any person engaging in unacceptable conduct to leave the school grounds;
3. Request assistance of law enforcement officers in cases of emergency; and
4. Seek prosecution for violations of law as permitted by statute.

#### **Off-Campus Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

#### **Weapons Prohibited**

The District prohibits the unlawful use, possession, or display of any firearm, illegal knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Any such weapon discovered on District property shall be confiscated, tagged, and stored by school personnel in accordance with police department guidelines. Whenever a weapon is confiscated, law enforcement shall be contacted. Confiscated weapons shall not be returned to the lawful owner except on application to and approval by the Superintendent or designee, or as required by law.

#### **Exception**

No violation of this policy occurs when the use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

### **Tobacco and E-Cigarettes Prohibited**

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

### **Motor Vehicles**

The unauthorized operation of any type of motor vehicle on District property at any time other than during the regular school day or during attendance at school-sponsored activities is prohibited.

### **Horses**

Horses shall not be permitted on any school property except in conjunction with school-sponsored activities.

## **BETTING POOLS/LOTTERY COLLECTIONS (II-15)**

Office betting pools for sporting events, i.e., the Super Bowl, and/or the pooling of dollars for playing the lottery are not permitted on any KISD property. These types of gambling practices are neither appropriate nor lawful on public school properties.

## **ELECTRONIC COMMUNICATION AND DATA MANAGEMENT (CQ LOCAL)**

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

The Superintendent or designee shall implement, monitor, and evaluate electronic media resources for instructional and administrative purposes.

The Superintendent or designee shall develop and implement administrative directives, guidelines, and user agreements, consistent with the purposes and mission of the Klein ISD and with law and policy governing copyright. [See CY]

The focus of information security is the protection of information and the continuation of program operations with minimal interruptions. All employees of the District shall read the security policy and the security procedures, sign an acceptance agreement, and follow the policies and procedures therein.

### **Technology Management**

The Chief Technology Officer shall determine which personnel shall have system administrative privileges for the network and specific applications. System administrators shall have complete access to the district infrastructure and standalone equipment and as such can examine user files to diagnose problems or security concerns. The system administrators shall maintain the privacy of information obtained when examining user files.

The school principal or designee and central office associate/assistant superintendents and directors are responsible for ensuring that their employees comply with the policy. These administrators shall be considered security officers for their site. These administrators shall be responsible for reporting to the Chief Technology Officer any support needs or concerns, including security. 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 in accordance with administrative regulations.

Limited personal use of the District's technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District's technology resources; or
3. Has no adverse effect on an employee's job performance or on a student's academic performance.

The District's Internet and email systems shall not be used for the gain or profit of any employee or individual.

### **Access to Technology**

Noncompliance with applicable regulations may result in suspension or termination of privileges and other disciplinary action consistent with District policies, including termination. Disciplinary measures may also require restitution for costs associated with system restoration, hardware, or software costs. Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Users shall be required to log on to the network using a username and password. Users shall maintain the integrity of the password. District-provided screensavers must be active and password protected when workstations are unattended.

Remote access to any point on the network shall be permitted only after approval from the Chief Technology Officer and/or Director of Information Technology. Remote access such as, but not limited to, dial-up, VPN, Wireless, tunnel, porting, or modems will be allowed only after approval from the Chief Technology Officer and/or Director of Information Technology. Users shall not be allowed to access the Internet using a modem and phone line.

### **Use by Members of the Public**

Access to the District's electronic communications system, including the Internet, may be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District's technology resources.

If more than two days of access is required for guests to utilize the District's Internet resource, the guest must sign the guest acceptable use agreement.

### **Acceptable Use**

The Superintendent or designee shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District's technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District's technology resources and shall agree in writing at the beginning of each school year to allow monitoring of their use and to comply with such regulations and guidelines.

Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct]. Violations of law may result in criminal prosecution as well as disciplinary action by the District.

### **Security**

The KISD shall be protected by industry best practices against intrusion from outside sources. Network systems and applications shall be classified based on an appropriate correlation between the amount of resources devoted to data security and the importance, value, and confidential nature of the data that are being secured. Administrative data shall be classified as critical, protected against unauthorized access, and owned by the District.

### **Internet Safety**

The Superintendent or designee shall develop and implement an Internet safety plan to:

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms.

### **Filtering**

Each District computer with Internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

### **Technology Operations**

All technology resources shall be backed up on a regular basis according to the security procedures. Virus protection shall be running and regularly updated on computers running on the district network.

All software installed on the district workstations and network will comply with the software's licensing agreement and the district's change control and software procedures.

Electronic mail transmissions and other use of the electronic communications system by students, employees, and members of the public shall not be considered confidential and may be monitored at any time by designated KISD staff to ensure appropriate use for educational or administrative purposes.

The internal auditor shall periodically review the adequacy of information technology system controls, as well as compliance with such controls. The internal auditor shall be responsible for observations and oversight participation in the recovery effort by reviewing the existence of sufficient control to assure reliability and consistency of financial records and observe implementation of supervision and controls during recovery.

### **Disaster Recovery and Contingency Plan**

A disaster recovery and contingency plan is designed to anticipate and prepare for the loss of information processing capabilities. Information resources determined to be mission critical, the loss of which would have an unacceptable impact, shall have a written and cost-effective disaster recovery and contingency plan that will provide for the prompt and effective continuation of critical missions in the event of a disaster or network intrusion.

### **Disclaimer of Liability**

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

### **Record Retention**

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

### **Security Breach Notification**

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the District's Web site.
4. Publication through broadcast media.

## **EMPLOYEE GUIDELINES FOR ACCEPTABLE USE OF TECHNOLOGY RESOURCES (III-36.4)**

These guidelines are provided so that employees are aware of the responsibilities they accept when they use District-owned computer hardware, operating system software, application software, stored text, data files, electronic mail, local databases, removable media, digitized information, communication technologies, and Internet access. In general, this requires efficient, ethical, and legal utilization of all technology resources.

1. Expectations
  - a. Use of computers, other technical hardware, computer networks, and software is only allowed when granted permission by the employee's supervisor.

- b. All users are expected to follow existing copyright laws. Copyright guidelines are posted and/or available in the media center of each campus as well as posted on the District's web site.
  - c. Although the District has an Internet safety plan in place, employees are expected to notify their campus or district administrator whenever they come across information or messages that are inappropriate, dangerous, threatening, or make them feel uncomfortable.
  - d. Employees who identify or know about a security problem are expected to convey the details to their campus or district administrator without discussing it with others.
  - e. Employees are responsible for securing technology devices when not in use and for returning them in good working condition.
  - f. Employees have a right to participate in social networking sites, blogs, forums, wikis, etc., or other Internet activities for their private use; however, employees should not post anything (through written messages, images, videos, or otherwise that would violate student confidentiality rights, and/or District Board policies and procedures including but not limited to the Code of Ethics and Standard Practices for Texas Educators (as stated in Board policy DH (EXHIBIT), and/or that would negatively impact the perception of the employee's ability to be effective in their employment capacity. Postings that are considered inappropriate or otherwise are violations of District Board policies and procedures, including but not limited to the Acceptable Use Procedures, may be addressed by the District and could lead to disciplinary action up to and including termination.
  - g. Employees are responsible for conserving energy as appropriate by turning off electronic devices daily.
2. Unacceptable conduct includes but is not limited to the following:
- a. Using the network for illegal activities, such as copyright or contract violations, or downloading inappropriate materials, viruses, and/or software, including but not limited to hacking and host file sharing software.
  - b. Using the network for financial or commercial gain, advertising, or political activities.
  - c. Accessing or exploring online content that does not support the curriculum and/or is inappropriate for school assignments, including but not limited to pornographic sites.
  - d. Vandalizing, tampering, or accessing without permission, equipment, programs, files, software, system performance or other technology. Use or possession of hacking software is strictly prohibited.
  - e. Causing congestion on the network or interfering with the work of others, e.g., chain letters, jokes, or pictures to lists or individuals.
  - f. Unauthorized or non-curricular use of online video, music, or streaming content.
  - g. Gaining unauthorized access anywhere on the network.
  - h. Invading the privacy of other individuals.
  - i. Using another user's account, password, or ID card or allowing another user access to your account, password, or ID.
  - j. Coaching, helping, joining, or acquiescing in any unauthorized activity on the network.
  - k. Posting anonymous, unlawful, or inappropriate messages or information on a district-owned system.
  - l. Engaging in sexual harassment or using any language of a sexual or otherwise objectionable nature (e.g., racist, terroristic, abusive, threatening, demeaning, slanderous) in public or private messages.
  - m. Falsifying permission and/or authorization of identification documents.
  - n. Obtaining copies of or modifying files, data, or passwords belonging to other users on the network without authorization.



- o. Knowingly placing a computer virus on a computer or network.
- p. Using personal computing devices on the district network, except district-approved devices.
- q. Transmission of any material that is in violation of any federal or state law. This includes, but is not limited to, student or other confidential information, copyrighted material, threatening or obscene material, and computer viruses.

### 3. Acceptable Use Guidelines

#### a. General Guidelines:

- (1) Employees are responsible for the ethical and educational use of technology in the District and when a district-owned device is used out of District.
- (2) Employees will have access to available forms of electronic media and communication that is in support of education and research, and in support of the educational goals and objectives of the District.
- (3) All technology policies and restrictions must be followed.
- (4) Access to the District's computer online services is a privilege and not a right. Each employee will be required to sign and adhere to the Acceptable Use Procedures Agreement.
- (5) When placing, removing, or restricting access to data or online services, school officials shall apply the same criteria of educational suitability used for other education resources.

#### b. Network Etiquette

- (1) Be polite.
- (2) Use appropriate language.
- (3) Do not reveal personal data (i.e. home address, phone number, or phone numbers of other people).
- (4) Remember that the other users of technology are human beings whose culture, language, and humor have different points of reference from your own.
- (5) Users should be discrete when forwarding email and it should only be done on a need-to-know basis.

#### c. Email and Online Communication Tools

- (1) Students are provided access to email accounts and online communication tools for required classwork, peer collaboration and educational uses tied to learning standards. Email may be used for educational or administrative purposes only.
- (2) Email transmissions and all other online communications, as well as stored or transmitted data, or any other use of district-owned technology by employees or any other user is subject to being monitored at any time by designated staff to ensure appropriate use.
- (3) All contents of email and online communications accessed through Klein ISD technology resources are the property of the District and there should be no expectation of privacy.

#### d. Consequences

The employee, in whose name a system account and/or computer hardware is issued, will be responsible at all times for its appropriate use.

Noncompliance with the guidelines published here, in the Employee Code of Conduct, and in Board policy may result in suspension or termination of technology privileges and disciplinary action. Violations of applicable state and federal law, including the Texas Penal Code, Computer Crimes, Chapter 33 may result in criminal prosecution, as well as disciplinary action by the District.

The District cooperates fully with local, state, or federal officials in any investigation concerning or relating to violations of computer crime laws. In addition, contents of email and network communications using District equipment and network access is governed by the Texas Public Information Act, and therefore may be subject to public disclosure as required by law.

Any attempt to alter data, the configuration of a computer, or the files of another user, without the consent of the campus or district administrator, will be considered an act of vandalism and subject to disciplinary action in accordance with Board policy.

Employee Name (print) \_\_\_\_\_

School/Location \_\_\_\_\_

I have read the Employee Acceptable Use Guidelines for Klein ISD. I agree to follow the rules contained in these guidelines. I further understand that electronic mail transmissions and other use of the electronic communications systems, including the Internet, are not private and may be monitored at any time by the District staff to ensure appropriate use, as defined by the Acceptable Use Guidelines. I understand that violations can result in disciplinary action, up to and including termination of employment.

Employee Signature: \_\_\_\_\_

**RESTRICTION OF GIFTS FROM E-RATE VENDORS TO EMPLOYEES  
(I-16.2)**

The Federal Communications Commission (FCC) prohibits any school district employee from accepting individual gifts with a value of more than \$20.00, or cumulative gifts of more than \$50.00 per program year, from an E-Rate vendor.

Employees will not accept any gift from an E-Rate vendor in connection with his/her position as a decision-maker for and/or involved with KISD's participation in the E-Rate Program. In the event the E-Rate vendor is offering gifts to the employee as an attendee at a conference, workshop, reception or similar event, the employee may not accept any gift valued individually at more than \$20.00. If the employee accepts a gift less than \$20.00, the employee will notify the Klein ISD District Controller in writing within 48 hours of the gift, identifying the vendor and the amount of the gift. That is the only instance in which an employee may accept any gift.

**AGREEMENT RESTRICTING GIFTS FROM E-RATE VENDORS TO EMPLOYEES  
(I-16.2.1)**

I, \_\_\_\_\_ am a decision-maker for and/or involved with the Klein Independent School District (“KISD”) in regard to selecting vendors through the Federal E-Rate Program.

I am aware that KISD Board Policy DBD (LOCAL-posted on [www.kleinisd.net](http://www.kleinisd.net)) provides in relevant part:

Employees shall not accept any gift, favor, service, or other benefit from any source that might be presumed to be seeking a business relationship with the District or that transacts business on an intermittent, regular, or continuing basis with the District. This prohibition does not extend to an occasional business lunch, dinner, reception, or charitable event for which the host is a sponsor, or acceptance of an item of minimal value (i.e., \$25 or less) offered to attendees, generally at a conference, workshop, or reception.

I am also aware that the Federal Communications Commission (“FCC”) issued the Sixth Report and Order which established ethical rules for E-Rate applicants effective on January 3, 2011. FCC Gift Rules can be reviewed at [www.universalservice.org/\\_res/.../pdf/...orders/...orders/DA-10-2355.pdf](http://www.universalservice.org/_res/.../pdf/...orders/...orders/DA-10-2355.pdf). As part of these rules, the FCC prohibits any school district employee from accepting individual gifts with a value of more than \$20.00, or cumulative gifts of more than \$50.00 per program year, from an E-Rate vendor.

I understand that I am required to comply with both KISD Board Policy DBD and FCC Gift Rules in all regards.

I agree not to accept any gift from an E-Rate vendor in connection with my position as a decision-maker for and/or involved with KISD’s participation in the E-Rate Program. In the event that the E-Rate vendor is offering gifts to me as an attendee at a conference, workshop, reception, or similar event, I agree that I will not accept any gift valued individually at more than \$20.00. If I do accept a gift less than \$20.00, I will notify Klein ISD District Controller in writing within 48 hours of the gift, identifying the vendor and the amount of the gift. That is the only instance in which I will accept any gift. The signature below indicates that I have read and understood the information and expectations set forth above, and that I agree to comply with the same.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

**PROCEDURES FOR PROFESSIONAL AND PERSONAL USE OF SOCIAL AND  
OTHER ELECTRONIC MEDIA – DISTRICT OR NON-DISTRICT OWNED  
(III-36.5)**

This directive applies to Web 2.0 tools and provides instruction on the proper use of these tools. The tools are included but not limited to the following whether or not used on equipment or software owned by the District:

- Text messaging
- Instant messaging
- Electronic Mail (email)
- Web logs (blogs)

- Wikis
- Electronic forums (e.g., chat rooms)
- Video Sharing Web sites (e.g., YouTube)
- Editorial comments posted on the Internet
- Social network sites (e.g., Facebook, MySpace, Twitter, and LinkedIn)

Technology-based materials, activities, and communication tools shall be appropriate for and within the range of the knowledge, understanding, age, and maturity of the students with whom they are used.

### **Use of Electronic Media for Klein ISD Purposes**

The District believes that the use of electronic media in the classroom and extracurricular setting can be beneficial to students and parents in the educational process and in the efficient communication of information. However, any District employee or activity sponsor wishing to use electronic media with or for communication with students must comply with these guidelines.

Employees and activity sponsors must only use District owned/purchased, or supported products. Currently, these products include, but are not limited to, ParentLink, Gaggle, Project Share, Google Apps, and Klein Private Label Wiki. The employee or activity sponsor must maintain and is responsible for all communication within the blog or social network account and cannot turn the responsibility over to a student or parent. Employees and activity sponsors may not use other social networking sites for these purposes (private blogs or chat rooms, Facebook, Twitter, MySpace, YouTube, etc).

In order for District employees and activity sponsors to utilize district-approved social networking sites for instructional, administrative, or other work-related communication purposes, they shall comply with the following:

1. They shall request, in writing, prior permission from the building principal.
2. If permission is granted, staff members will set up the site following any District guidelines developed by the building principal and Superintendent's designee in accordance with District policies and procedures.
3. Have written parent permission from each student invited to the site on file in accordance with the record retention policies. The permission form can be accessed on Klein share, titled *Klein ISD Student Social Media Participation Form*.
4. Allow the building principal or his/her designee to have access to the site at all times.
5. Once the site/resource has been created, the staff member is responsible for the following:
  - Monitoring and managing the site to promote safe and acceptable use;
  - Keeping the site private and accessible only to students, parents, and campus administrators;
  - Observing confidentiality restrictions concerning release of student information under state and federal law;

- Not posting student names, photographs or videos in which students appear on personal online social media. The proper forms must be completed for each student in order to post this type of information.
  - Confidentiality of student records;
  - Confidentiality of health or personnel information concerning colleges, unless disclosure serves lawful professional purposes or is required by law;
  - Confidentiality of District records, including educator evaluations and private email addresses, phone numbers, etc.;
  - Prohibition against harming others by knowingly making false statements about a colleague or the school system.
6. Parents and administrators will be included in all site/resource communication to ensure guidelines are being followed.
  7. Parents have the ability to opt out of the request for social media communication for their child without any penalty to his/her child.
  8. Communication with students, using these District-approved forms of electronic media, shall be done only during the hours of 6:00 a.m. through 9:00 p.m.

### **Text Messaging with Students**

Communication with students through the use of text messaging is permitted only by staff members who have extracurricular responsibilities and the students participating in the extracurricular activity over which the employee is responsible.

All communication must comply with the following rules:

- Prior to the first communication in a school year, the parent must grant written permission for each staff member the parent will allow to communicate via text message with his/her child. A parent must agree that he/she can be copied on all text messages;
- Be professional and appropriate;
- Be limited to matter within the scope of the employee's professional responsibilities;
- Include the parent in all communication to the students except in the case of a health or safety emergency (change in practice times is not a health or safety emergency);
- Be limited to the hours of 6:00 a.m. – 9:00 p.m. unless addressing a matter of immediate concern;
- These rules do not apply to the extent an employee has a social or family relationship with a student.
- All consent forms must be kept at the campus for future reference.

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

Employees are held to the same professional standards in their public use of electronic media as they are for any other public conduct. Each employee is responsible for all the content on

any social network site the employee maintains (whether or not posted by the employee) and for choosing privacy settings appropriate to the content.

Employees who maintain their own personal electronic media or social networking sites for their private use will not share their personal networking sites with students or include students as members, friends, or links or other associations on the site except as may be specifically allowed by Board Policy or these guidelines.

If an employee posts messages or pictures on social media sites or other web resources which diminish the employee's professionalism or discredit the employee's capacity to maintain the respect of students and parents, it will impair the employee's ability to effectively perform their job. This type of material includes, but is not limited to, text or pictures involving hate speech, nudity, obscenity, vulgarity, and conduct illegal for minor or sexually explicit content. **Such conduct may be grounds for termination or other disciplinary action.**

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

- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, picture messages, or video messages to their break time, meal time, or before or after scheduled work hours, except for an emergency or when use is authorized by a supervisor for the purpose of conducting District business;
- The employee may not create or update a personal social networking page(s) or make posts or blog on such personal pages using the District's computers, network, or equipment;
- The employee shall not use the District's or any campus logo without the written consent of the employee's supervisor;
- The employee may not post any information regarding any Klein ISD student or employee which would violate District, state, or local law.

## **EMPLOYMENT PRACTICES (DC LOCAL)**

### **Personnel Duties**

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors. Each employee shall receive a copy of the current job description for his or her position and be informed of the full scope of employment responsibilities. [See DN Series]

The title for each job description shall be the job title that appears in the latest edition of the District's compensation plan; new titles shall be created only at the time of the annual adoption of the compensation plan.

Annually in May and June, associate superintendents shall ensure that all job descriptions are reviewed and revised as needed.

### **Posting Vacancies**

The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's

commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

The administration shall prepare notices of all positions requiring certification or license [see DBA], which shall be posted at least ten days prior to filling the vacancy. Posting shall occur on bulletin boards at each of the District's central offices and campuses and on the District's website.

If circumstances do not permit a period for advertising, the position may be filled on an "acting" basis and subsequently advertised in accordance with the preceding guideline.

### **Applications**

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

### **Relatives of the Superintendent**

A spouse, parent, sibling, or child of the Superintendent shall not be employed by the District.

### **Criminal History Record**

The District shall obtain criminal history record information on a person the district intends to employ.

### **Employment of Contractual Personnel**

Employment of contractual personnel shall be as follows:

1. The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in positions of director, executive director, tax assessor collector, principal, police chief, chief technology officer, controller, assistant superintendent and associate superintendent.
2. The Board delegates to the Superintendent final authority to employ all contractual personnel in existing positions, with the exception of those listed in Paragraph 1, above. Additional and new personnel equivalent to and above the pay grade level of assistant principal require Board approval. [See BJA, DCA, DCB, DCC, and DCE as appropriate.]
3. The Board further delegates to the superintendent final authority to approve contracts for all contractual personnel, with the exception of those listed in Paragraph 1 above.

### **Employment of Noncontractual Personnel**

The Board delegates to the superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

### **Exit Interviews and Exit Reports**

An exit interview shall be conducted, if possible, and an exit report shall be prepared for every employee who leaves employment with the District.

## **FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION (EMPLOYEES) (DIA LOCAL)**

This policy addresses discrimination, harassment, and retaliation involving District employees. For discrimination, harassment, and retaliation involving students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

### **Statement of Nondiscrimination**

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

### **Prohibited Conduct**

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

### **Discrimination**

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

### **Harassment**

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

### **Examples**

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

### **Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal or nonverbal conduct; or other conduct or communication of a sexual nature when:



1. Submission to the conduct is made either explicitly or implicitly a condition of an individual's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

### **Examples**

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

### **Retaliation**

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

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

### **Examples**

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

### **Reporting Procedures**

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

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

### **Definition of District Officials**

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

### **Title IX Coordinator**

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA] (Exhibit) The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Darby Young  
Position: Director for Athletics, Physical Education, Health, and Recreation  
Address: 16607 Stuebner-Airline Road, Klein, TX 77379  
Telephone: (832) 249-4300

### **ADA/Section 504 Coordinator**

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA] (Exhibit) 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 Act of 1973:

Name: Dr. Mary Rosenberg  
Position: Executive Director of Student Support Services  
Address: Klein Teaching & Learning Center, 4411 Louetta Road, Spring, TX 77388  
Telephone: (832) 249-4400

### **Superintendent**

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

### **Alternative Reporting Procedures**

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

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

### **Timely Reporting**

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

### **Notice of Report**

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

### **Investigation of the Report**

The District shall request a written report. If a report is made orally, the District official shall reduce the report to written form.

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

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

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

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

### **Concluding the Investigation**

The investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

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

### **District Action**

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

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited unlawful conduct.

### **Confidentiality**

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

### **Appeal**

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

The complainant may have a right to file a complaint with appropriate state or federal agencies.

### **Records Retention**

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

### **Access to Policy**

This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.

## **STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION (FFH LOCAL)**

(Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. For provisions regarding bullying, see FFI.)

### **Statement of Nondiscrimination**

The District prohibits discrimination, including harassment against any student on the basis of the student's race, color, religion, sex, gender, national origin, disability, age, or other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy.

### **Prohibited Conduct**

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

### **Discrimination**

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, age, or on any other basis prohibited by law, that adversely affects the student.

### **Prohibited Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

### **Examples**

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

### **Sexual Harassment by an Employee**

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student’s ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student’s educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. (See DH)

### **Sexual Harassment by Others**

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's education opportunities.

### **Examples**

Examples of sexual harassment of a student may include sexual advances, touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

### **Dating Violence**

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

### **Examples**

Examples of dating violence against a student may include physical or sexual assaults, name-calling, put-downs, or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

## **Retaliation**

The District prohibits retaliation against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, is subject to appropriate discipline.

## **Examples**

Examples of retaliation include threats, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances, such as negative comments that are justified by a student's performance in the classroom.

## **Reporting Procedures**

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee.

Alternatively, a student may report prohibited conduct directly to one of the District officials below:

## **Definition of District Officials**

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

### **Title IX Coordinator**

Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the designated Title IX coordinator for students. (See FFH Exhibit). The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Darby Young  
Position: Director for Athletics, Physical Education, Health, and Recreation  
Address: 16607 Stuebner-Airline Road, Klein TX 77379  
Telephone: (832) 249-4300

### **ADA/Section 504 Coordinator**

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

Name: Dr. Mary Rosenberg  
Position: Executive Director of Student Support Services  
Address: Klein Teaching & Learning Center, 4411 Louetta Rd. Spring, TX 77388  
Telephone: (832) 249-4400

### **Superintendent**

The superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

### **Alternative Reporting Procedures**

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

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

### **Timely Reporting**

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

### **Notice of Report**

Any District supervisor who receives notice that a student has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

### **Notice to Parents**

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult. In cases of student-to-student prohibited conduct, the District shall follow the Student Code of Conduct.

### **Investigation of the Report**

The District shall request a written report. If a report is made orally, the District official shall reduce the report to written form.

### **Initial Assessment**

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proven, would not constitute prohibited conduct, as defined by this policy, the District official shall refer the complaint for consideration under FFI.

### **Interim Action**

If appropriate, and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

### **District Investigation**

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

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

### **Criminal Investigation**

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

### **Concluding the Investigation**

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

### **Notification of Outcome**

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

### **District Action**

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

### **Corrective Action**

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

### **Bullying**

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

### **Improper Conduct**

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

### **Confidentiality**

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



### **Appeal**

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG (LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

### **Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records retention scheduled, but for no less than the minimum amount of time required by law. (See CPC)

### **Access to Policy and Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

## **FREEDOM FROM BULLYING (FFI LOCAL)**

Note: This policy addresses bullying of District students. For provisions regarding discrimination, harassment, and retaliation involving District students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

### **Bullying Prohibited**

The District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

### **Definition**

Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the District and that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, or pervasive that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school

### **Retaliation**

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

### **Examples**

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

### **False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

### **Timely Reporting**

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

### **Reporting Procedures**

#### **Student Report**

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.

#### **Employee Report**

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall promptly notify the principal or designee.

#### **Report Format**

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

### **Prohibited Conduct**

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

### **Investigation of Report**

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

### **Concluding the Investigation**

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense.

### **Notice to Parents**

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

### **District Action: Bullying**

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

### **Discipline**

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

### **Corrective Action**

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

### **Transfers**

The principal or designee shall refer to FDB for transfer provisions.

### **Counseling**

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

### **Improper Conduct**

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

### **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.

### **Appeal**

A student who is dissatisfied with the outcome of the investigation may appeal through FNG (LOCAL), beginning at the appropriate level.

### **Records Retention**

Retention of records shall be in accordance with CPC (LOCAL).

### **Access to Policy and Procedures**

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's Web site, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

**PREVENTION AND REPORTING OF BULLYING**  
**(IV-38)**  
**(See policy FFI, Freedom from Bullying, above)**

- I. Klein ISD believes that a safe environment is essential for students to learn and grow. The purpose of this directive is to assist in the prevention and reporting of bullying. Bullying will not be tolerated. The District prohibits bullying as defined by board policy FFI (LOCAL), "Freedom from Bullying." The District encourages and expects bullying to be reported and supports bystanders who report bullying to an adult when they see it taking place. Retaliation against anyone involved in the complaint process is a violation of District policy.
  - a. The District prohibits the bullying of any student:
    - (1) During any educational program or activity conducted by the District;
    - (2) During any school-related or school-sponsored program or activity on a school bus;
    - (3) Through the use of any electronic device or data while on school grounds, on a school bus, through the use of a computer, computer system, or software that is operated by the District;
    - (4) Through threats, using any of the above methods, to be carried out on school grounds. This includes threats made outside of school hours that are intended to be carried out on school grounds, during a school-sponsored activity, or on a school bus.
  - b. Though alleged bullying may occur off campus, if a student's ability to receive an education is significantly impaired, as determined by District administration, disciplinary action may be considered.
  - c. Bullying will not be tolerated. For purposes of this directive, bullying is defined as hitting, kicking, teasing, threatening, taunting with words or gestures, assaulting, or any other form of written, verbal, physical or electronic (cyberbullying) harassment toward another student, and is often characterized by an imbalance of power.
  - d. Bullying that is reasonably perceived as being motivated by any actual or perceived characteristic, such as race, ethnicity, color, religion, ancestry, national origin, gender, sex, sexual orientation, gender identity, socioeconomic background, linguistic preference, political beliefs, or a mental, physical or sensory disability, difference, or impairment; or by any other distinguishing characteristic or because of one's association with an individual or group will not be tolerated. Should students feel as though they are victims of bullying, it is imperative that a teacher, counselor, or administrator be notified immediately.
- II. Cyberbullying is defined as willful harassment and intimidation of a person through the use of electronic communication or digital technology, including but not limited to email, blogs, social networks (Facebook, Twitter, MySpace, etc.) chat rooms, "sexting," instant messaging, or by accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District network system.

- III. Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. Any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, counselor, principal, or other district employee. Parents are encouraged to report bullying to their student's teacher or campus administrator. All reports will be treated as confidential to the greatest extent possible as a thorough investigation is conducted.
- IV. If District administration finds that bullying occurred, appropriate disciplinary action shall be taken in accordance with the Student Code of Conduct. All student discipline must be kept confidential in accordance with privacy laws.

## **EMPLOYEE COMPLAINTS/GRIEVANCES (DGBA LOCAL)**

### **Complaints**

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

### **Other Complaint Processes**

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process.

1. Complaints alleging unlawful discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning unlawful retaliation relating to an employee's exercise of legally protected rights shall be submitted in accordance with DIA.
4. Complaints concerning instructional materials shall be submitted in accordance with EFA.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

### **Notice to Employees**

The district shall inform employees of this policy through appropriate District publications.

### **Guiding Principles: Informal Process**

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

### **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**

An employee may initiate the formal process described below 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 this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing.

### **Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

### **Whistleblower Complaints**

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

### **Complaints Against Supervisors**

Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.

### **General Provisions**

#### **Filing**

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by 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. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. 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.

### **Scheduling Conferences**

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.

### **Response**

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's e-mail address of record, 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 this policy, the day a document is filed is "day zero." The following business day is "day one."

### **Representative**

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

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

### **Consolidating Complaints**

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file 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. If a complaint could be heard by two or more departments, the associate superintendents shall jointly decide the proper department.

### **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 and Appeal Forms**

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

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

A complaint or appeal 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.

**Audio Recording**

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

**Level One**

Complaint forms must be filed:

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

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

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

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

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

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. 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 schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration 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. 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 shall be heard by a hearing officer who shall not be a District employee.

The appeal notice must be filed in writing in the Superintendent's office, 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 provide the hearing officer 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 notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level Two decision.

The hearing officer shall hold the hearing within 15 business days of the receipt of the request. The Superintendent or designee shall inform the employee of the date, time, and place of the meeting with the hearing officer.

The form of presentation of the grievance shall be determined by the designated hearing officer and all proceedings before the hearing officer shall be recorded by audiotape. Generally, no witnesses shall be presented and no cross-examination of witnesses shall occur, unless required by due process. In each case, the grievant shall be permitted to make a presentation to the hearing officer within the time allotted and shall be able to offer such written evidence as the designated hearing officer may deem relevant. The administration shall be entitled to respond to the grievant with a presentation and written evidence.

The hearing officer shall provide a written recommendation for disposition to the Board with 15 business days following the hearing.

The Board shall review the hearing officer's written recommendation at the first regular meeting following receipt of the same. The time frame could be adjusted, however, as practicable. The employee and the administration shall be provided a copy of the recommendation prior to the Board meeting.

No testimony or new evidence shall be taken at the Board level except as may be required by law.

The Board may decide to accept, reject, or modify the recommendation of the hearing officer and shall then make and communicate its decision.

### **Appeals Related to Compensation**

This portion of the policy applies only to inquiries, complaints, and appeals brought by employees regarding compensation or job classification.

Complaints regarding compensation and/or job classification shall be accepted from April 1 to April 30 of each school year. Any such grievances initiated before April 1 or after April 30 shall be rejected, with instructions to re-file during the appropriate time period, absent evidence of good cause as determined by the Superintendent.

Before filing an appeal regarding compensation, job classification, complaints, concerns, and other issues, an employee shall first proceed through the job reclassification procedure set forth in administrative regulations. No appeal related to job reclassification shall proceed under this policy unless the reclassification procedure has been completed. Employees with reclassification requests shall initiate an appeal at Level Two, below.

**Level One**

An employee who has a grievance concerning compensation shall request a conference with the employee's immediate supervisor by submitting the grievance in writing. The supervisor shall schedule a conference within ten business days after receipt of the written request and shall have ten days following the conference within which to respond.

**Level Two**

After meeting with the supervisor and receiving the supervisor's written response regarding a compensation appeal, or if the time for the supervisor's response has expired, the employee may appeal to the associate superintendent of human resources. The employee must file the initial complaint and any supervisor's response within ten business days following the deadline for the supervisor's response at Level One.

The associate superintendent of human resources shall schedule a conference with the employee within ten business days following the receipt of the employee's complaint and shall issue a written response within ten days following the conference.

**Level Three**

If the outcome at Level Two is not to the employee's satisfaction or the time for a response has expired, the employee may appeal by submitting a written notice of appeal within ten business days following receipt of a written response by the associate superintendent of human resources, or, if no response is received, within ten business days of the response deadline. All appeals of the associate superintendent's decision shall be heard by a hearing officer with expertise in employee compensation and job classification matters. The associate superintendent of human resources shall provide the designated hearing officer with copies of the employee's original grievance, all responses, and any written documentation previously submitted by the employee and the administration. The designated hearing officer is not required to consider documentation not previously submitted or issues not previously presented.

The form of presentation of the grievance and all proceedings shall be determined by the designated hearing officer. The hearing officer shall issue a written recommendation to the Board. The Board shall review the record of the proceedings and shall adopt, reject, or modify the recommendation of the hearing officer and communicate its decision to the employee.

**EXHIBIT A**

**EMPLOYEE COMPLAINT FORM — LEVEL ONE**

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

1. Name \_\_\_\_\_

2. Address \_\_\_\_\_

Telephone number (\_\_\_\_) \_\_\_\_\_

3. Position \_\_\_\_\_ Campus/Department \_\_\_\_\_

4. If you will be represented in voicing your complaint, please identify the person representing you (employees must also complete the Appeals Process Representative form found in Administrative Directive II-10).

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone number (\_\_\_\_) \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

With whom did you communicate?

\_\_\_\_\_

On what date? \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

---

---

Employee signature \_\_\_\_\_

Signature of employee's representative \_\_\_\_\_

Date of filing \_\_\_\_\_

*Complainant, please note:*

*A complaint form that is incomplete in any material way may be dismissed, but may be refiled with all the required information if the refiling 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 record.

**EXHIBIT B**

**EMPLOYEE COMPLAINT APPEAL NOTICE**

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

1. Name \_\_\_\_\_

2. Address \_\_\_\_\_

\_\_\_\_\_

Telephone number (\_\_\_\_) \_\_\_\_\_

3. Position \_\_\_\_\_ Campus/Department \_\_\_\_\_

4. If you will be represented in voicing your appeal, please identify the person representing you (employees must also complete the Appeals Process Representative form found in Administrative Directive II-10).

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone number (\_\_\_\_) \_\_\_\_\_

5. To whom did you present your complaint at the previous level? \_\_\_\_\_

Date of conference \_\_\_\_\_

Date you received a response to the previous conference \_\_\_\_\_

6. Please explain specifically how you disagree with the outcome at the previous level.

\_\_\_\_\_

7. Attach a copy of your original complaint and any documentation submitted at the previous level.

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

Employee signature \_\_\_\_\_

Signature of employee's representative \_\_\_\_\_

Date of filing \_\_\_\_\_

## **COMPENSATION AND BENEFITS: SALARIES AND WAGES (DEA LOCAL)**

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

### **Pay Administration**

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

### **Annual Pay Increases**

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine annual increases for individual employees, within budgeted amounts.

### **Classification of Positions**

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

### **Exempt**

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

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

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

### **Nonexempt**

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

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

### **Workweek Defined**

For purposes of FLSA compliance, the workweek for District employees shall be 12:00 a.m. Saturday until 11:59 p.m. Friday.

## **Compensatory Time**

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

### **Accrual**

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 60 hours for employees whose duty calendar is less than 226 days per year and may not accrue beyond a maximum of 200 hours for employees whose duty calendar is 226 days or more per year.

If an employee whose duty calendar is less than 226 days per year has a balance of more than 60 hours of overtime, the employee shall be required to use compensatory time or, at the District's option, shall receive overtime pay. If an employee whose duty calendar is 226 days or more per year has a balance of more than 200 hours of overtime, the employee shall be required to use compensatory time, or at the District's option shall receive overtime pay.

### **Use**

An employee whose duty calendar is less than 226 days per year shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a fiscal year, the employee shall receive overtime pay.

An employee whose duty calendar is 226 days or more per year shall use compensatory time at any time with the approval of the employee's immediate supervisor. If an employee has any unused compensatory time remaining at the time the employee separates from employment with the District, the employee shall receive overtime pay.

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

## **Work in Emergency Circumstances**

In the event of an emergency circumstance, to be determined by the Superintendent, certain employees shall be requested to report to work outside of their regular workday in accordance with the following guidelines:

1. Difficulty obtaining sufficient numbers of necessary employees due to extenuating, compelling, and/or unforeseeable circumstances;
2. Compelling need for certain employees to report to work in order to facilitate District functions; and
3. Closure or partial closure of the District.

### **Pay**

Employees may be paid according to rates, terms, and conditions to be determined by the Superintendent. Pay shall be no more than two times an employee's regular rate.



### **Examples**

Emergency circumstances may include preparation or recovery from the following:

1. A natural or other disaster;
2. An act of national, state, or local security, affecting all or part of the District; or
3. Unexpected or unforeseen severe damage to District facilities or equipment resulting in delay or stoppage of regular school District activities.

An emergency circumstance shall not be created solely by a request or need for overtime work.

## **CONTINUING CONTRACTS (DCC LOCAL)**

### **Continuing Contracts Retained**

Any District employee hired under a continuing contract prior to April 14, 2009, shall remain on a continuing contract in accordance with law.

Policies relating to employment by educator term contract [see DCB and the DFB series] shall not apply to employees on continuing contracts.

## **EDUCATOR TERM CONTRACTS (DCB LOCAL)**

### **Certification Required by SBEC**

Term contracts governed by Chapter 21 of the Education Code (education term contracts) shall be provided to SBEC-certified employees serving full-time as teachers, counselors, diagnosticians, librarians, central office and campus administrators.

### **Applicability**

The provisions of this policy shall not apply to those persons employed by the District on a continuing contract effective on or before the commencement of the 2008-09 school year. [See Policy DCC (LOCAL)]

### **No Certification Requirement**

Educator term contracts may also be provided to central office administrators in positions for which neither SBEC nor the District requires current SBEC certification, and shall also be provided to full-time nurses, speech therapists, licensed school psychologists, and high school registrars.

### **Probationary Requirements**

All personnel who may be provided term contracts under this policy shall first be required to serve under probationary contracts as required under Chapter 21.

With the exception of the Superintendent, all first-year campus and central office administrators shall be placed on one-year probationary contracts, regardless of any previous employment they may have had with the District.

### **Length of Contracts**

Following completion of the requisite probationary contract(s), teachers, counselors, diagnosticians, librarians, nurses, speech therapists, licensed school psychologists, and high school registrars may be placed on one-year contracts; campus and central office administrators below the assistant/associate superintendent level may be placed on term contracts of up to two years in length. Assistant/associate superintendents may be placed on term contracts of up to three years in length.

## **DISMISSAL AND SUSPENSION (DFAA LOCAL & DFBA LOCAL)**

### **PROBATIONARY CONTRACTS (DFAA)**

#### **Suspension with Pay**

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

#### **Dismissal**

A probationary contract employee shall have his or her employment terminated for immorality, reprehensible conduct, insubordination, unsatisfactory job performance, or any other reason constituting good cause. A recommendation of the Superintendent and approval of the Board of Trustees are required for dismissal of a probationary contract employee.

#### **Temporary Reassignment**

If a probationary contract employee has been charged with a misdemeanor or indicated for a felony, he or she may be reassigned by the Superintendent to another position without a change in salary prior to resolution of the matter by the courts or through legal proceedings. [See also DCD, DFBA, and DFCA]

### **TERM CONTRACTS: SUSPENSION/TERMINATION DURING CONTRACT (DFBA)**

#### **Suspension With Pay**

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

#### **Dismissal**

A term contract employee shall have his or her employment terminated for immorality, reprehensible conduct, insubordination, unsatisfactory job performance, or any other reason constituting good cause. A recommendation of the Superintendent and approval of the Board of Trustees are required for dismissal of a term contract employee.

#### **Temporary Reassignment**

If a term contract employee has been charged with a misdemeanor or indicted for a felony, he/she may be reassigned by the Superintendent to another position without a change in salary prior to resolution of the matter by the courts or through legal proceedings. [See also DCD, DFAA, and DFCA]

## **TERM CONTRACTS: NONRENEWAL (DFBB LOCAL)**

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

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. A decision by a campus intervention team that the employee not be retained at a reconstituted campus. (See AIC)
12. The employee is not retained at a campus that has been repurposed in accordance with law. (See AIC)
13. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
14. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
15. Failure to meet the District's standards of professional conduct.
16. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH (LOCAL). [See DH]
17. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude; or other offense listed at DH (LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
18. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
19. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
20. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
21. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
22. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
23. A significant lack of student progress attributable to the educator.
24. Behavior that presents a danger of physical harm to a student or to other individuals.
25. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

26. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
27. Falsification of records or other documents related to the District's activities.
28. Falsification or omission of required information on an employment application.
29. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
30. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
31. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
32. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
33. Failure to timely obtain and maintain ESL certification as required by District job descriptions and/or supporting directives.
34. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
35. Immorality, which is conduct that is willful, flagrant, or shameless, and which shows a moral indifference to the opinion of the good and respectable members of the community.
36. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
37. Any reason constituting good cause for terminating the contract during its term.

#### **Recommendations from Administration**

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

#### **Superintendent's Recommendation**

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

#### **Notice of Proposed Nonrenewal**

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing.

The Board has chosen to designate the type of hearing for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see REQUEST FOR BOARD HEARING, below], or an independent hearing

examiner appointed by the Commissioner [see REQUEST FOR APPOINTMENT OF HEARING EXAMINER, below] will conduct the hearing.

### **Request for Appointment of Hearing Examiner**

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the Commissioner of Education, and providing the Board a copy of the request, not later than the 15th day after receiving the notice of the proposed nonrenewal.

### **Hearing Procedures**

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

### **Board Decision**

Following the hearing, the Board shall take appropriate action in accordance with DFD.

### **Request for Board Hearing**

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15<sup>th</sup> day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see HEARING BY THE BOARD, below] or an attorney designated by the Board [see HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD, below].

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

### **Hearing by the Board**

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

### **Prior to the Hearing**

The following procedures shall apply prior to the hearing:

1. At least five days prior to the date of the hearing, the administration and the employee shall exchange, in writing, the names of any witnesses to be called, the nature of the testimony to be given by the witnesses, and copies of all documentary and other evidence to be introduced at the hearing. Unless the name of a witness and the subject of the witness's testimony are so disclosed, he or she shall not be permitted to testify. No witness shall be allowed to testify on any subject not disclosed. No documentary or other evidence shall be considered unless disclosed in compliance with this provision. The Board may, however, at its sole discretion, permit an exception to these prohibitions for good cause shown.

2. Representatives of the administration and the employee shall meet prior to the hearing to discuss the evidence to be presented. Where possible, parties are encouraged to stipulate the evidence and stipulate the admissibility of exhibits to be offered in order to conserve time at the actual hearing for presentation of each party's case before the Board. By 5:00 p.m. on the day of the hearing, the parties shall deliver to the District (by delivery to the Superintendent's office) eight sets of stipulated facts and exhibits whose admissibility is not contested so that those can be made available to Board members immediately prior to the hearing.
3. The administration and the employee shall each receive a maximum of two hours to present their entire case to the Board, inclusive of any opening statement, direct and cross-examination of witnesses, introduction of evidence, objections, and closing arguments. This time limit shall be strictly adhered to and may only be extended by agreement of both parties and approval of the Board.

### **Hearing Procedures**

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

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

### **Board Decision**

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

### **Hearing by an Attorney Designated by the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, with the exception that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the

hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at **Hearing by the Board.**

Not later than the 15<sup>th</sup> day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

#### **Board Review**

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party ten minutes to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15<sup>th</sup> day after the date of the meeting.

#### **No Hearing**

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

### **TERMINATION OF EMPLOYMENT: REDUCTION IN FORCE (DFFA LOCAL)**

#### **Plan to Reduce Personnel Costs**

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

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

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

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.

- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

### **Reduction In Force due to Financial Exigency**

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

#### **Applicability**

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

### **Definitions**

Definitions used in this policy are as follows:

1. “Nonrenewal” shall mean the termination of a term contract at the end of the contract period.
2. “Discharge” shall mean termination of a contract during the contract period.

### **General Grounds**

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

### **Employment Areas**

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

Employment areas may include, for example:

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



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

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

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

The Board shall determine the employment areas to be affected.

### **Criteria for Decision**

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

1. Performance: Effectiveness as reflected by:
  - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year (see DNA).
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

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

2. Qualifications for Current or Projected Assignment: Appropriate certification, which may include bilingual/ESL certification, endorsement, and/or highly qualified status for the current or projected assignment.
3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.

5. Seniority: Length of continuous service in the District, as measured from the employee's most recent date of hire. The date of hire shall be the actual date the personnel records indicate the employee accepted his or her first position without a break in service. An authorized leave shall not be considered a break in service. In case of ties, the decisions as to which employees will be affected shall be determined in a draw by the personnel officer assisted by one additional staff member.

### **Superintendent Recommendation**

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

### **Board Vote**

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

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

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

### **Notice**

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

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

### **Consideration for Available Positions**

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

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

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

### **Hearing Request**

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

**Nonrenewal: Term Contract**

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

**Discharge: Chapter 21 Contract**

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

**Discharge: Non-Chapter 21 Contract**

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

**Final Action**

**Hearing Requested**

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

**No Hearing Requested**

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

**REDUCTION IN FORCE: PROGRAM CHANGE  
(DFFB LOCAL)**

**Applicability**

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

**Definitions**

Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or Districtwide.
2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

**General Grounds**

A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.

## **Employment Areas**

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

Employment areas may include, for example:

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

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

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

The Board shall determine the employment areas to be affected.

## **Criteria for Decision**

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

accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Performance: Effectiveness as reflected by:
  - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year (see DNA); and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

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

8. Qualifications for Current or Projected Assignment: Appropriate certification, which may include bilingual/ESL certification, endorsement, and/or highly qualified status for the current or projected assignment.
3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of continuous service in the District, as measured from the employee's most recent date of hire. The date of hire shall be the actual date the personnel records indicate the employee accepted his or her first position without a break in service. An authorized leave shall not be considered a break in service.

In case of ties, the decisions as to which employees will be affected shall be determined in a draw by the personnel officer assisted by one additional staff member.

### **Superintendent Recommendation**

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

### **Board Vote**

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

### **Notice**

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

### **Consideration for Available Positions**

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

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

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

### **Hearing Request**

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

### **Final Action**

#### **Hearing Requested**

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

#### **No Hearing Requested**

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

## **REDUCTION IN FORCE: CONTINUING CONTRACTS (DFFC LOCAL)**

### **Applicability**

This policy shall apply when a necessary reduction of personnel requires the discharge of a continuing contract.

### **General Grounds**

A reduction of personnel may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency [see CEA] or determines another need to reduce personnel on continuing contracts.

### **Definition**

"Discharge" as used in this policy shall mean termination of a contract during the contract period.

### **Teaching Fields**

When a reduction of personnel is to be implemented, the Superintendent shall recommend the teaching fields to be affected.

Teaching fields may include, for example:

1. Elementary
2. Special Education
3. Fine Arts
4. Languages other than English
5. Secondary subject areas
6. Career and technical education
7. District administration

8. Campus administration
9. Instructional support
10. Administrative support
11. Auxiliary

The Superintendent's recommendation may address whether any teaching fields should be:

1. Combined or adjusted (e.g., "elementary" and "fine arts" can be combined to identify a teaching field of "elementary fine arts"); and/or
2. Applied on a Districtwide or campuswide basis (e.g., "secondary science at [named high school campus]").

The Board shall determine the teaching fields to be affected.

### **Criteria for Decision**

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

1. Performance: Effectiveness as reflected by:
  - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year (see DNA); and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

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

2. Qualifications for Current or Projected Assignment:

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

### **Superintendent Recommendation**

The superintendent shall recommend to the Board the discharge of the identified employees within the affected teaching fields.

### **Board Vote**

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

### **Notice**

If the Board votes to propose discharge of one or more employees, the Superintendent or designee shall provide each employee written notice of the proposed discharge. The notice shall include:

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

### **Consideration for Available Positions**

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

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

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

### **Hearing Request**

An employee receiving notice of proposed discharge due to financial exigency may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

An employee receiving notice of proposed discharge due to a necessary reduction of personnel not based on financial exigency may request a hearing in accordance with DFD.

### **Final Action**

#### **Hearing Requested**

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

#### **No Hearing Requested**

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



## **AT-WILL EMPLOYMENT (Non-contract Employees) (DCD LOCAL)**

The Board delegates to the Superintendent authority to employ and dismiss the following categories of employees who shall serve on an at-will basis: noncertified professionals, paraprofessionals, and auxiliary employees.

### **Assignment and Evaluation**

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

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

### **Reasonable Assurance of Employment**

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

### **Dismissal**

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

An at-will employee shall have his or her employment terminated for immorality, reprehensible conduct, insubordination, unsatisfactory job performance, or any other reason listed in the applicable sections of the Education Code.

### **Suspension without Pay**

Under certain conditions, the Superintendent may choose instead of dismissal to effect a temporary suspension without pay for an appropriate period of time for a person hired as an at-will employee.

The Superintendent may suspend without pay an at-will employee who is charged with or indicted for a criminal offense or who is a defendant in a civil action if it is in the best interest of the District. If the charges or indictment ultimately result in a conviction, the employee may be terminated.

### **Temporary Reassignment**

If an at-will employee has been charged with a misdemeanor or indicted for a felony, he or she may be reassigned by the Superintendent to another position without a change in pay prior to resolution of the matter by the courts or through legal proceedings. [See DH]

[For contract employees, see DFAA, DFBA, and DFCA.]

### **Appeal Procedures**

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

## **TERMINATION OF NON-CONTRACT EMPLOYEES (II-43.2)**

Non-contract employees have no right of continued employment and may be terminated at any time for any reason not prohibited by law, as determined by the needs of the district.

Prior to dismissing or requesting the resignation of a non-contract employee, the details regarding the proposed action should be discussed with the appropriate associate superintendent.

The associate superintendent shall review the circumstances surrounding the proposed action, any relevant laws, policies, guidelines, and other information the associate superintendent deems appropriate. The associate superintendent may then proceed to dismiss the employee. All termination approvals shall be sent to the Human Resource Services Department on the day of termination or as soon thereafter as practicable. Part of the discussion must include a consideration of the feasibility of a temporary suspension without pay in lieu of termination and a review of the employee's personnel folder.

A dismissed employee may request to be heard by the Board of Trustees in accordance with DGBA (LOCAL), *Employee Complaints, Grievances*.

## **JOB RECLASSIFICATION (II-51)**

All positions in the Klein ISD are assigned to pay grades based on the levels of skill, effort, and responsibility required of the job assignment. Positions may be classified or reclassified based on an assessment of job duties. A change in job classification is not a promotion or demotion; such a change reflects a modification of job duties or qualifications.

Job reclassification requests from employees shall be considered one time each school year, during the period from April 1 to April 30.

Employees seeking job reclassification shall follow these steps:

1. An employee must first discuss the matter with the employee's immediate supervisor.
2. The supervisor will complete the job questionnaire, complete a reclassification request form, and forward the forms to the Human Resource Services Department. The Human Resource Services Department will review the submitted information and request additional information, if necessary.
3. The Human Resource Services Department will analyze the request and prepare a recommendation concerning the reclassification.
4. If reclassification is recommended, the Human Resource Services Department will review the recommendation with the Superintendent for final approval and then inform the supervisor and the employee of the outcome.

**CONSIDERATION OF MATERIALS FOR PLACEMENT IN  
CENTRAL OFFICE PERSONNEL FILES  
(II-4)**

A. Not Placed in File

1. Letters or documents from school patrons or those conducting business with the KISD
2. Letters or documents from KISD staff members other than the immediate supervisor

B. Placed in File

Materials from all sources gathered to substantiate or explain an event/incident that has been processed by the Superintendent will be placed in an employee's personnel folder, but only after personal consultation with all parties. Copies will also be provided to the employee.

The above does not preclude administrators from maintaining office files on other events, incidents, and matters pertaining to employees' efficiency, etc.

**PERSONNEL FILE REVIEW  
(II-4.1)**

The district's associate superintendent of human resource services is responsible for the maintenance and security of the district's permanent personnel records.

Any request by an employee to review his/her personnel file must be in writing to the associate superintendent of human resource services. An appointment will be established for the employee to review the file in the human resource services office under the supervision of a member of the department staff.

All records, documents, and other materials acquired from the date of employment will be available for review. Pre-employment evaluations or references used for employment decisions will not be shown to the employee.

Materials may not be added to an employee's file unless in accordance with Texas Education Agency guidelines, established Board of Trustees' policy, or administrative directives.

Requests from an administrator to review an employee file must be addressed to the associate superintendent of human resource services and be from the individual responsible for the supervision/evaluation of the employee or from administrators considering transfers or promotions of employees to their building or department.

The superintendent, an associate superintendent, or an executive director of school administration may request in writing that the associate superintendent of human resource services allow other administrators or KISD's legal counsel to review personnel files if it is deemed to be in the best interest of the school district.

Personnel files may not be removed from the school district's Human Resource Services office.

Questions regarding the contents of an employee's personnel file should be in writing and addressed to the director of human resource services.

## **PERSONNEL FILES/INFORMAL (II-4.2)**

Any documents including informal notes maintained by school officials that pertain to an employee must be made available to the employee upon request. This includes data from the central office personnel files and any other folders or files maintained at any location. Documents may be discarded by the administrator at any time that their professional purpose has been served.

## **RELEASE OF PERSONNEL INFORMATION (II-3.1)**

If a written request is received for personnel information, only the following items from the present or former KISD employee's personnel folder will be provided upon written request to a prospective or current employer:

1. Service record
2. Original report of tuberculosis (TB) test (for employees hired prior to 8/1/88)
3. Copy of TEA certification

All other materials and documents are available only to the appropriate KISD staff members and the employee. The college transcript may be released only to the employee.

If a reference check is also requested and the immediate supervisor of that present or former employee is not available to reply, the KISD response will be limited to an acknowledgment of that person's employment dates with the KISD. The evaluation forms generated during the course of employment will not be transmitted to any party other than the employee as they are confidential by state law.

## **RELEASE OF EMPLOYEE INFORMATION (Included in GBA LEGAL)**

With the exceptions noted below, no personal information including home address or home telephone number for any employee should be released to any party without the approval of the individual employee if the employee has on file in the district human resource services office a signed non-disclosure statement requesting such information not be disclosed.

This does not apply to requests for verification of employment, in response to bona fide requests from a potential employer, an emergency as established by the supervising administrator, on request of governmental agencies, the appropriate legal process, or under the applicable sections of the Texas Public Information Law as determined exclusively by the Superintendent.

## **STANDARD EMPLOYMENT DATE (II-2)**

All employees of the Texas Public Education Compensation Plan will receive credit for a full year of employment toward a probationary, term, or continuing contract, for service awards, salary step, and related personnel benefits, if they meet the Texas Education Agency requirements for one year of creditable service.

All other employees will be granted one year of experience if they complete more than one-half of the required number of annual duty days for their positions by September 1.

## **CREDENTIALS AND RECORDS (DBA LOCAL)**

### **Parent Notification**

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

Notification shall not be required, however, when:

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

### **Updating Credentials**

The District shall maintain current and complete personnel records of all employees according to any applicable legal guidelines and local administrative requirements.

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

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

Employees who have questions about their certification status should call the district's Human Resource Services office. [See also DK and DPB]

### **Contract Personnel**

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

### **Local Procedures**

Each certificated employee shall ensure that all necessary forms and applications concerning certification have been processed through the Texas Education Agency State Board for Educator Certification (SBEC). The district's Human Resource Services office should be contacted for answers to specific questions.

If official written notification has not been received in the District's Human Resource Services office from the SBEC at the beginning of the third payroll period, the employee will be placed on

the substitute teachers' pay schedule or replaced if other qualified applicants are available for employment.

If credentials are received later in the school year from SBEC indicating that the employee is certified, the salary will be adjusted from the date of certification and the employee shall receive the contract salary pay rate on a retroactive basis. All non-certified days of employment will be paid at the substitute rate.

If the SBEC denies the District's request for an emergency permit on any employee, the person shall be placed on the substitute teacher pay schedule, replaced if a qualified person is available, or transferred to another position for which he or she may be eligible for an emergency permit or certification and shall receive salary on the regular pay schedule.

**Qualifications: Noncertified Personnel**

Noncertified administrators employed in auxiliary services shall have a high school diploma or equivalent, as determined by the Superintendent, and previous training or experience in the field.

**Department Chairpersons**

The department or grade-level chairpersons shall have appropriate certification as determined by the SBEC. The Superintendent may waive the requirement for a master's degree. Assignments shall be for a one-year period.

**No School District Teaching Permits**

The District has chosen not to issue school District teaching permits.

**Social Security Number**

The District shall not use an employee's social security number as an employee identifier, except for tax purposes (see DC). In accordance with law, the District shall keep an employee's social security number confidential.

**ASSIGNMENT AND SCHEDULES  
(DK LOCAL)**

**Superintendent's Authority**

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

Transfers of administrative personnel and promotion of professional staff shall be done in accordance with policy DC (LOCAL).

Any employee may request reassignment within the District to another position for which he or she is qualified. A reassignment request originated by an employee shall be filed in writing with the human resource services office. A teacher ordinarily shall serve a minimum of three years on a campus before initiating a transfer request; however, if a teacher was involuntarily transferred to a campus, or other circumstances exist, the principals of the two campuses, the associate superintendent for school administration and the associate superintendent for human

resource services, may agree that a transfer without a three-year wait would be in the best interest of the District.

### **Campus Assignments**

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

As approved by the office of instruction and student services, appropriate personnel shall be designated to coordinate curriculum, teaching, and related activities in designated departments at the elementary and secondary schools.

### **Assignment of Relatives**

It is not permissible for any employee related to an administrator to report to that administrator or a subordinate of that administrator. If an employee is promoted, marries another employee, or is currently employed in a relationship as indicated, one of the employees shall be transferred.

The Superintendent reserves the right to approve the assignment of relatives as prohibited above until such time as the condition is alleviated or when there are job market shortages.

### **Supplemental Duties**

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

### **Work Calendars and Schedules**

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

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

## **DUTY DAYS, ASSIGNMENTS, AND/OR PAY GRADE CHANGES (Various directives)**

In order for changes to be made in an employee's duty-day schedule, assignment, or pay grade, the following guidelines must be met:

1. Funds must be available in the current year's departmental/organizational budget.
2. Extra duty days and changes in assignments for contract employees require written authorization by the Superintendent.
3. The only stipends allowable are those listed in the current edition of the staff compensation plan.
4. The total duty days allowable in the period July 1 through June 30 may not exceed 240.

5. If the initial number of days of employment and the prior year's carryover days equal or exceed 240 plus 25, or 265, no duty days may be added.
6. An increase in duty days for non-contract basis staff members is for a one (1) employment year basis unless it occurs with the adoption of the staff compensation plan.
7. A change in the allotment of pay grades for non-contract employees that occurs after the adoption of the current budget requires the written approval of the Superintendent.
8. The supervising administrator must prepare a separate memorandum for each employee for whom a change is requested justifying the change.
9. Approval is required by the appropriate associate superintendent before it can be processed by the human resource services office which retains the exclusive responsibility to forward the documents to the payroll office.
10. Each staff member must receive a copy of the current job description for his or her position and be totally apprised of the full scope of his or her employment responsibilities.

### **DUTY DAY SCHEDULE (II-42.2)**

Exempt employees with 226-day or longer contracts or assignments are required to maintain a duty-day schedule on the calendar provided by the human resource services office. Saturdays and Sundays may not be counted, unless they are regular duty days in the official school calendar, without prior approval of the immediate administrative supervisor. The calendar is to be submitted to the employee's immediate supervisor within the first week of the beginning dates for the new duty/contract year and may be changed only by advance approval.

Credit for a duty day can only be granted if the employee is in his/her office or assigned area or at another location at which official school business is being conducted. No employee will be permitted to obtain duty-day credit while at home or at any other similar location.

Modifications to all duty-day schedules must be in writing, made in advance with the exception of emergency conditions, and are subject to audit.

Exempt non-teaching employees on a 226-day duty calendar are not permitted to work more than their annual duty-day requirement. However, with advance written approval from the employee's immediate supervisor, an employee may work on a non-duty day and accumulate up to 25 days. These accumulated days may be taken on a schedule acceptable to the immediate administrative supervisor.

Exempt non-teaching employees on a 226-day duty calendar or above, at the end of each six-month attendance period (December 31st and June 30th) must use any accumulated non-duty days in excess of 25 by the end of the following six-month attendance period; otherwise, they will be forfeited.

Payment for any accumulated non-duty days at separation will not be made without written approval from the employee's immediate supervisor. Once payment has been made for any accumulated non-duty days at separation from the district or at any other time, no further payment will be made for any future accumulation of days, including rehire.



The immediate supervisor is responsible for approving, in advance, any non-duty days worked. Auditable records of approval and utilization must be maintained within departments. Each six-month period, the departments involved will provide Human Resource Services with a list of all eligible employees detailing the total number of accumulated non-duty days. Copies will be provided to payroll and finance. All approvals, requests, and utilizations must be in writing using KISD approved forms. It is the immediate supervisor's responsibility to ensure that all applicable guidelines are followed and that accurate records are maintained and available for audit.

Nonexempt employees covered under the Fair Labor Standards Act may not convert time earned in excess of 40 hours in any 40 hour workweek toward non-duty days. This overtime must be paid or converted to compensatory time not to exceed 60 hours in a duty calendar for non-exempt employees who work less than a 226-day duty calendar. Non-exempt employees who work a 226-day duty calendar or above may not accrue beyond a maximum of 200 hours or more per year.

## **POSITION VACANCIES (II-40)**

All openings for position vacancies or new positions will be posted in the Central Office, on the district website, in the Human Resource Services office, on the main bulletin board in each school, and in all auxiliary departments for at least ten (10) work days prior to the official filling of the position.

The associate superintendent for Human Resource Services may waive the ten-day posting rule if a delay in hiring for a specific position would create a health or safety risk for the school, department, or students.

The posting will reflect special knowledge, skills, experience, and/or abilities needed for the positions. Professional positions would require appropriate certification/licenses.

An employee who applies for an advertised position under the supervision of another administrator must simultaneously apprise his/her immediate administrative supervisor. An administrator should not contact an employee without first consulting the employee's supervisor. Concurrence of the two administrators, however, is not a prerequisite for a transfer.

The supervisor of a vacated position may be granted up to 15 days before releasing an employee for transfer so that an appropriate replacement can be obtained.

Transfers will not be approved until an individual has been employed by the Klein ISD in excess of 90 days without the joint approval of the two administrators.

## **CLERICAL TRANSFERS (II-40.1)**

A staff member serving as a secretary to an administrator may remain in that position when a change occurs in the administrative assignment and continue in that assignment as long as the job performance is satisfactory to the administrator to whom they now report.

Any transfers and reassignments that are made at a later date must be in accordance with all generally accepted personnel procedures.

## **PERFORMANCE APPRAISAL (DN LOCAL)**

### **General Principles**

All District employees shall be periodically appraised in the performance of their duties. The District's employee evaluation and appraisal system shall be administered consistent with the general principles set out below.

### **Criteria**

The employee's performance of assigned duties and other job-related criteria shall provide the basis for the employee's evaluation and appraisal. Employees shall be informed of the criteria on which they will be evaluated.

### **Performance Review**

Evaluation and appraisal ratings shall be based on the evaluation instrument and cumulative performance data gathered by supervisors throughout the year. Each employee shall have at least one evaluative conference annually to discuss the written evaluation and may have as many conferences about performance of duties as the supervisor deems necessary. [See also DNA and DNB]

Evaluation forms for professional employees new to the district should be completed and forwarded to the Executive Director of School Administration by January 15; forms for all other staff members shall be completed by May 15.

### **Documentation and Records**

Appraisal records and forms, reports, correspondence, and memoranda may be placed in each employee's personnel records to document performance.

### **Employee Copy**

All employees shall receive a copy of their annual written evaluation.

### **Complaints**

Employees may present complaints regarding the evaluation and appraisal process in accordance with the District's complaint policy for employees. [See DGBA]

## **PROMOTIONS (From Staff Compensation Plan)**

The selection of any staff member for a position in a different pay grade in the organization that results in a higher daily pay rate shall be considered as a promotion. The only exception is when the position is upgraded and all who occupy that pay grade receive an automatic increase. The administrator responsible for the selection and/or recommendation for a promotion must consider the factors of qualifications and both KISD and outside experience, in addition to past and current job performance evaluations.

The administrator will exercise the authority to select and/or to recommend the individual that he/she feels is the best qualified for the position. The position should be offered to the KISD employee if all other factors are equal. If skill tests are involved in the promotion process they must be approved in advance by the appropriate associate superintendent.

## **OVERTIME PAY FOR NON-ADMINISTRATIVE PERSONNEL (II-43)**

Overtime pay requests must be submitted to the appropriate director for written approval and turned in to the KISD payroll department within thirty (30) days of the duty. Unapproved overtime pay requests will not be processed. All employees must use the same form of their name when submitting requests for extra or overtime pay to the KISD payroll department.

1. Employees who are covered under the Fair Labor Standards Act (FLSA) will not be expected to work overtime except in a stress or emergency situation. This work must be requested by the employee's immediate supervisor and, if possible, approved in advance by the appropriate associate superintendent.
2. Overtime pay will be established at the rate of time and one-half. If an employee is called to an assignment from his residence he will be paid two hours of duty for travel time in addition to the clocked-in hours worked. The immediate supervisor is expected to adjust the work schedule, add additional personnel consistent with the manning document, or otherwise modify procedures so that employees will be able to complete their work during the regular duty hours.
3. Supervisory staff members are exempt from FLSA coverage. All others who are non-contract will use the following guidelines:

If a staff member works more than forty (40) hours during their regularly scheduled work week, at the direction of his/her immediate supervisor, they have the option to receive pay at the rate of time and one-half or compensatory time at that same rate rather than to be paid. If the official work schedule is fewer than 40 hours weekly, the time and one-half rate does not begin until the employee exceeds that number of hours. Prior to forty (40) hours it is on an hour-per-hour basis.

The following guidelines in lieu of salary if the employee works more than forty (40) hours during a regularly scheduled work week are in effect:

- a. One hour of overtime is equal to one and one-half hours of compensatory time.
  - b. Time off must be taken within the calendar year in which it was earned.
  - c. A maximum of two days (16 hours) may be taken at one time unless an exception is granted by the appropriate associate superintendent.
  - d. All requests are subject to the approval of the immediate supervisor.
  - e. The employee may be paid for overtime if the work schedules would not permit compensatory time off.
4. Employees of the KISD may at their own option undertake employment for the school district on an occasional or sporadic basis in a part-time job in a different capacity than their regular employment. The hours of work in the different job shall not be counted as hours worked for overtime pay purposes on the regular job.
  5. KISD non-administrative staff members at their own option but with the approval of their immediate supervisor may substitute during hours scheduled for other employees employed in the same capacity. In the case of such substitution, the hours involved are not credited to the substitute employee in establishing hours/days worked in a week/year.

## **DEPARTMENT CHAIRPERSONS (II-31)**

The department or grade-level chairpersons shall have appropriate certification as determined by the State Board of Educator Certification. The Superintendent may waive the requirement for a master's degree. Appointments for department chairpersons are for one year only. The persons who perform these duties are not administrators and should not be perceived in that role by their co-workers. Teachers do not report to and are not officially accountable to these persons.

## **RETIREMENT FROM THE KISD (II-40.4)**

If an employee meets the minimum requirements for retirement under the Texas Teachers Retirement System (TRS), he/she is eligible to retire from the KISD and will be given a KISD retirement clock or related acknowledgment.

Under current law, a member is entitled to early service retirement when one of the following age and service requirements has been satisfied:

- Between age 55 and 64 with between 5 and 19 years of service
- Between age 55 and 59 with between 20 and 24 years of service
- Age 49 or less with 30 or more years of service.

Any employee considering early age TRS service retirement should consult the Texas Teacher Retirement System for verification of eligibility requirements.

No one can retire from the KISD unless he/she also is retiring under the state program. An "early" retirement is the same as a resignation.

## **COVERING CLASSES FOR A TEACHER (II-36)**

The following guidelines are to be followed when teachers are absent or due to an emergency or an unexpected occurrence come to school late or must leave before the end of the school day.

1. Coming in late or leaving early must be reserved for emergencies and unexpected occurrences. Routine medical and dental appointments do not justify this practice.
2. A substitute must be called if the teacher is expected to be two (2) or more hours/class periods late due to an emergency or an unexpected occurrence or leaves the campus for two (2) or more hours/class periods before the end of the school day.
3. When the teacher arrives late and a substitute is already at work, the substitute will be credited with a full day's pay. The teacher will be charged with one-half day's absence if the period out of the building is two or more hours/class periods.
4. A teacher must not be required to cover classes for another teacher during his/her state-mandated preparation and planning time. If there is a period of emergency and/or an unexpected event occurs, a teacher may volunteer to assist. However, he/she is not obligated in any manner to work for another teacher during his/her preparation and

planning time. The teacher will be paid for this period on the basis of one (1) hour and at the hourly rate paid to teachers for specialized programs as listed in the current edition of the Staff Compensation Plan.

5. Paraprofessional employees in a building should not be requested to supervise or to assist due to the absence of a teacher unless there is a bona fide emergency and/or an unexpected occurrence.

### **WORK LOAD (DL LOCAL)**

All individual school personnel should arrange their schedules so that one specified weekday can be reserved for faculty or staff meetings to be called at the discretion of the principal either prior to or at the conclusion of the school day.

#### **Faculty and Staff Meetings**

Teachers shall attend such meetings as may be deemed necessary by the superintendent or principal for the promotion of the interests of the schools, or for special study, inservice training, or work on special assignments.

#### **Employees Leaving Campus**

The planning and preparation period that an employee may have during the school day is not a period when he/she may leave the campus. Employees shall not leave the campus during the school day without prior knowledge and/or approval of the principal and must follow the districtwide sign out/in procedures.

### **SOCIAL ACTIVITIES DURING DUTY HOURS (II-42.1.1)**

The duty day must not include office or intradepartmental birthday and going-away types of celebrations/parties and refreshments. These kinds of observances must be confined to the normal length lunch period. Office telephones must be manned during these times with only a limited reliance on the voice mail feature. KISD employees assigned to other facilities and locations will not be granted release time to attend if the above period for the reception is during their respective duty hours.

### **LUNCH AND BREAKS/PARAPROFESSIONAL STAFF (II-42.1.3)**

Every paraprofessional employee is entitled to two (2) daily 10-minute breaks within his/her duty day. An employee will not be required to skip breaks in order to perform duties unless there is an urgent or emergency reason to do so. An employee cannot voluntarily forfeit break periods in order to shorten his/her duty day, to come in later than his/her scheduled duty time, or to accumulate break time for compensatory or release time.

The thirty-minute duty-free lunch period provided to every campus-level employee who reports to the school principal is exclusive of his/her required duty hours. In the event an employee leaves the campus/department during the lunch period, it is the employee's responsibility to insure that he/she is able to return to his/her assignment within the thirty minutes allocated for lunch. The employees are not to leave the campus during the work day without prior knowledge of the immediate supervisor. This can be accomplished with a sign-out/sign-in sheet.

## **EMPLOYEE RECOGNITION AND AWARDS (DJ LOCAL)**

The Board shall award service pins to employees for each five years of service to the District:

5 years of service	–	Plain
10 years of service	–	Green Spinel (3 point)
15 years of service	–	Ruby (3 point)
20 years of service	–	Blue Spinel (3 point)
25 years of service	–	Diamond (3 point diamond)
30 years of service	–	Two Diamonds (3 point diamonds)
35 years of service	–	Three Diamonds (3 point diamonds)
40 years of service	–	Four Diamonds (3 point diamonds)
45 years of service	–	Five Diamonds (3 point diamonds)

All service pins and retirement plaques will be presented to the employee by his or her immediate supervisor in a faculty or staff meeting at the school or within the department during the month of May. All central office employees will receive their pins in a joint ceremony conducted during the summer.

When an employee with 25 consecutive years or more of service retires from the District, the Board shall designate one day on the official school calendar honoring that employee and shall present the employee with a framed resolution.

Those individuals who received pins for twenty-five or more years of Klein service, or who are retiring with twenty or more years of KISD service under the regulations of the Teacher Retirement System of Texas, will also be recognized by the Board of Trustees at the annual staff recognition banquet if the human resource services office is aware of their retirement by April 1.

## **USE OF FUNDS (I-18)**

School district funds from any budget source may not be expended for gifts or cards to any individuals, to commemorate seasonal celebrations, or for events/observances of a personal nature with the exception of the formal recognition of employees, trustees, or professional associates for exemplary service to the KISD.

## **AUTHORIZED USES OF EQUIPMENT AND SUPPLIES (CMB LOCAL)**

The District shall not loan or rent any equipment such as drill team uniforms and props, typewriters, calculators, computers, tables, chairs, kitchen utensils, silverware, tools, or the like, to anyone, including employees. In addition, District equipment shall not be used for the convenience or monetary benefit of any employee. Equipment shall not be taken from a District facility except for repair or for authorized and supervised District use in off-campus activities.

**UTILIZATION OF SCHOOL-OWNED OR LEASED  
PHOTOCOPY/PRINTING EQUIPMENT  
(I-38)**

1. Employees will be charged 10 cents per page for the personal utilization of KISD fax machines and/or office-styled photocopy/printing equipment.
2. School-sponsored and affiliated organizations, by written proposal, may request the utilization of the district's equipment located in the schools and, subject to the availability of supplies and personnel to perform the service, will be charged the same rate as in item 1 above. All arrangements are to be made with the school principal. The equipment in the central office may not be used for this purpose.
3. Employees completing a master's thesis or doctoral dissertation will be permitted to make special arrangements with the appropriate associate superintendent as in item 2 above; however, they will be charged the rate paid by the KISD to the equipment supplier, plus an amount for paper.
4. The central office satellite equipment located within the individual departments may be utilized as in items 1 and 3 above.
5. The central mailroom/photocopy operations are restricted to official school business only which must be charged to the appropriate budget account.

**PURCHASING  
(CH LOCAL)**

**Responsibility for Debts**

The District shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy and the District's purchasing procedures. The District shall not be responsible for debts incurred by persons or organizations not directly under District control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase Commitments**

All purchase commitments shall be made by the Superintendent or designee, in accordance with administrative procedures, including the District's purchasing procedures.

**Personal Purchases**

District employees shall not be permitted to make purchases for personal use through the District's business office.

**FEDERAL IDENTIFICATION AND/OR SALES TAX NUMBER  
(I-25)**

The KISD's federal identification and/or sales tax identification number is for the exclusive use of the district for the district's official business. The use of the KISD's number by parent or non-official business organizations is prohibited. Furthermore, the KISD's sales tax identification number may not be used by a district employee for personal purchases.

## **EXPENSE REIMBURSEMENT (DEE LOCAL)**

### **Prior Approval Required**

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

### **Travel Expenses**

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

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

### **Documentation Required**

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

## **PAYROLL DEDUCTIONS (II-5)**

A Klein school district employee is entitled to have an amount deducted from his/her salary for membership fees or dues to a professional organization. The employee must file with the school district a signed written request identifying the organization, specifying the total amount of the fees and dues for the school year, the number of pay periods that the deductions shall be made, and the date that the deductions should begin. Based on the timing of the submission, that date may be adjusted by one (1) pay period by the payroll office. The final deduction must occur by August 31. If needed, there may be a small fee at some future date to cover the cost of providing this service.

The Klein ISD will deduct the total amount of the fees or dues for the above-noted period in equal amounts per pay period for the number of periods specified by the employee. The employee may request in writing at any time that the deductions be discontinued. If that action is not taken, the written agreement will be in effect for each subsequent membership period.

## **GRANT PROPOSALS (I-15)**

Advance approval from the appropriate associate superintendent (please complete form *Procedures for Grant Writing*) is required prior to any staff time being expended in the development or continuation of any proposals for non-KISD funding sources except for Klein Education Foundation grants. The appropriate associate superintendent will consult with the superintendent for all such funding sources and grant awards that exceed \$100,000 and/or require Board approval by the grantor. If approved by the necessary parties, the appropriate associate superintendent will forward the *Procedures for Grant Writing* form to the controller and budget director prior to submission of the proposal. The principal or director will review the completed grant application with the appropriate associate superintendent prior to submission.

Upon award of the grant or other funding, a copy of the award and full application shall be forwarded to the controller and budget director for appropriation and budget review approval by the Board of Trustees. A meeting with all parties may be required.



## **PROFESSIONAL MEETINGS AND VISITATIONS (DMD LOCAL)**

### **Meetings, Conferences, and Workshops**

The supervising associate superintendent or executive director of school administration may approve attendance of personnel at such meetings as he deems will benefit the school system and result in the professional growth of the individual. It will be determined in advance of attendance if the district will pay any of the participant's expenses.

### **Requests to Attend (Prior Approval Required)**

All requests should be submitted to the employee's immediate supervisor in writing at least two months in advance. After review, the request shall be forwarded to the business office or, if disapproved, returned to the employee. The request should include the following:

1. Name and date of conference
2. Location
3. Total duty days involved
4. Benefit to participant and the District
5. Degree of financial support requested:
  - a. No salary deduction for days at conference; and/or
  - b. Transportation; and/or
  - c. Lodging; and/or
  - d. Food; and/or
  - e. Registration fees
6. Date and location of most recent convention attended
7. Amount, if any, of advance funding requested.

### **Authorization and Report Form**

Employees approved for attendance shall be provided an authorization designating the degree of official support approved and a travel expense report form to be submitted to the business office.

## **CONVENTION/CONFERENCE ATTENDANCE IN HOUSTON AREA (II-45.1)**

In the event that a national, state, or regional convention is held within 50 miles of Klein, Texas, the following guidelines will be utilized to establish eligibility for the participation/attendance of employees during regular duty hours:

1. A written request must be directed to the immediate supervisor as far in advance as possible. When received, these requests should be forwarded to the appropriate associate superintendent.
2. Approximately one month prior to the convention/conference the supervisor will be provided with specific instructions from the associate superintendent as to the numbers of employees who will be permitted to attend. The decision will be based on, but not limited to, the following factors:
  - a. consultation among the associate superintendent and the appropriate director(s) to establish the need for attendance

- b. availability of budgeted funds for substitute teachers, if needed, for the number requesting participation
- c. impact on the individual departments/school buildings due to the absence of employees from their assignments
- d. most recent conventions/conferences attended by employees
- e. involvement of employee(s) as an office holder or participant shown by the official printed program.

**DELEGATE ATTENDANCE  
AT EDUCATIONAL ORGANIZATION CONVENTIONS/MEETINGS  
(II-45.2)**

The associate superintendent for school administration may approve attendance of delegates to conventions of professional organizations up to a maximum of two (2) days in a school year. There will be no loss of pay for duty days missed and a substitute teacher will be employed by the district during the employee's absence.

The criteria for approval will be as follows:

1. The local educational organization must have a state or national affiliation.
2. The local educational organization must have a minimum of 100 members by October 1. This requirement may be waived during the first three years of an organization's existence.
3. A teacher serving as an officer in the organization at the local, state, or national level will be allowed to attend and will not be counted against any one of the categories listed above.

**ATTENDANCE OF SPOUSE AT EDUCATION-RELATED CONVENTIONS  
(II-46)**

If an employee of the Klein ISD is approved to attend an education-related conference/convention, the spouse, if also employed by the school district, may attend subject to the following provisions:

1. Approval of spouse's immediate supervisor upon the receipt of a written request.
2. Absence may be charged to personal day or the spouse may elect to be docked for the absence.

**CONTINUING PROFESSIONAL EDUCATION  
(DMC LOCAL)**

Teachers and other full-time employees must limit themselves to not more than nine semester hours of graduate credit during the regular school year, with not more than six of these hours in any one semester.

Teachers new to the District who have no teaching experience shall postpone enrollment in college courses until the second semester of the first year of teaching in the district.

Exceptions shall be considered based on a written request through the immediate supervisor to the Superintendent.

### **PUBLICATION/PRESENTATION INCENTIVE PLAN (DEAA LOCAL)**

The Klein ISD Board of Trustees shall provide a monetary incentive plan for professional personnel who have articles published in professional periodicals, present professional papers at conventions or conferences, or who write a grant proposal that nets the District more than \$10,000 in grant funds. Awards shall be made in accordance with administrative directives. The scholarship shall be a maximum amount of \$500 at the local/state level and \$750 at the regional/national level. Awards shall be made in accordance with the following guidelines:

1. Articles/papers must contain original research or reporting.
2. Each article/paper shall offer a contribution to the field for which it is written and not be simply a review of previously submitted material.
3. Each article/paper shall be submitted to the administration's evaluation committee after the article/paper has been published or presented.
4. Articles/papers shall carry with them in the publication a by-line which indicates the author's association with the District. All professional papers shall be listed in the convention/conference printed program in the same manner.
5. Staff members may collaborate on articles/papers and divide the scholarship money.
6. Articles/papers eligible for scholarships shall be written on the employee's own time.
7. Presentations eligible for scholarships shall be either written/prepared or presented on the employee's own time.
8. Grant writing, which is exempt from items 1 through 7 above, may be done during regular duty hours and non-duty hours on a schedule acceptable to the immediate supervisor. To be eligible for the scholarship, the grant should be approved in advance by the supervisor and District in general as furthering the goals and objectives of the system.

In addition to the above guidelines, an evaluating committee will also consider the preparation put forth by the author as indicated by the length and quality of the article/paper, as well as the public relations value in the educational community brought to the District schools. The evaluation committee for the grant shall consider the potential of the grant for student success.

### **FREEDOM OF ASSOCIATION (DGA (LOCAL))**

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

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

#### **Political Activities**

Employees are prohibited from using school equipment, supplies, or materials for any political activities related to the election of public officials. Employees shall not participate in election

activities during regular duty hours. Before or after regular duty hours, employees may attend political meetings held in school facilities.

## **OFFICE COMMUNICATIONS: MAIL AND DELIVERY (CPAB LOCAL)**

### **Use of Internal Mail System**

The District mail system for delivering items between District buildings shall not be available for use other than official school business. With the permission of the Superintendent or designee, internal mailboxes at an individual campus may be used by campus employees and school-sponsored or school support groups affiliated with that campus. [See also GKD]

## **DISTRIBUTION OF NONSCHOOL LITERATURE (GKDA LOCAL)**

Written or printed materials not sponsored by the District or by a District-affiliated organization shall not be sold, circulated, or distributed on District property except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed on any District premises.

[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of nonschool literature by students.]

The District shall not prohibit student expression solely because other students, teachers, administrators, or parents may disagree with the ideas expressed.

### **Political Campaign Materials**

The distribution of political campaign materials may occur, but only during the period that the school facility is being used as a voting precinct on election days in accordance with the Texas election laws. School-related and employee-related organizations may be denied the right to utilize school facilities if any campaign or political literature, including candidate endorsements, is inappropriately distributed on District properties, including through use of the intradistrict mail system [see CPAB].

### **Newsletters**

Newsletters and other documents that routinely announce meetings and activities of professional and other District voluntary membership groups may be distributed, provided they are first submitted to the Superintendent or designee for approval. These documents shall be signed by or contain a listing of the District employees responsible for the contents.

### **Areas for Distribution**

Each campus principal shall designate a location or means by which nonschool literature may be made available or distributed to students or others at the principal's campus.

Except as provided at FNAA, classrooms and hallways shall not be used during the school day for distribution of any nonschool literature over which the District does not exercise control.

The intradistrict mail service and the mailboxes on campuses and in departments are the exclusive property of the District. With the permission of the Superintendent or designee,

internal mailboxes at an individual campus may be used by campus employees and school-sponsored or school-support groups affiliated with that campus.

The associate superintendent of school administration shall designate appropriate locations and times for distribution of nonschool literature at District facilities other than school buildings.

### **Restrictions**

Nonschool materials shall not be distributed on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials include hate literature that scurrilously attacks ethnic, religious, or racial groups, and similar publications aimed at creating hostility and violence and would materially and substantially interfere with school activities or the rights of others.
8. There is reasonable cause to believe that distribution of the materials would result in material and substantial interference with school activities or the rights of others.

### **Prior Review**

The campus principal shall review all information intended for distribution on his or her campus. The associate superintendent of school administration or designee shall review all information intended for distribution to more than one campus or districtwide. The review shall confirm that the materials include the name of the entity or individual making the distribution and that they do not contain information described in "Restrictions," above. Approval shall be granted or denied within two school days of receipt.

### **Exceptions to Prior Review**

Prior review shall not be required if:

1. The distribution is made among attendees at meetings of adults held after school hours;
2. Distribution of materials by an attendee to other attendees at a meeting held in accordance with GKD (LOCAL); or
3. The distribution is for electioneering purposes during the time a school facility is being used as a polling place.

## **PERSONAL ITEMS AT THE JOB ASSIGNMENT (I-23.1)**

The KISD is not responsible for the theft of or damage to personal items brought to the duty station by its employees. If, however, these items were utilized in the day-by-day job responsibilities of the affected employee(s), and it is judged by the appropriate administrator that these item(s) are needed to conduct business, the same or similar items will be purchased with school district funds but they will become the property of the Klein ISD.

## **ENERGY USE AND CONSERVATION (I-34)**

Utility costs are the second greatest operating expense after employee payroll. As such, it is important for every Klein ISD employee to be responsible for wise and efficient use of energy.

The following items are actions that employees shall take and facility guidelines established by administration to be followed to aid in controlling energy costs:

- Employees shall turn off all computers and peripheral devices at the end of each work day. (Please note that “logging off” a computer does not save energy. It must be “shut down” to save energy. For teachers, this includes all student computers in the classroom.)
- Employees shall turn all lights off in their office, classroom, or work area if the area will be vacant for more than 15 minutes.
- Temperature set-points for all Klein ISD facilities shall be 69°F for heating and 74°F for cooling during occupied times. Variances must be approved on an individual basis by the associate superintendent of facility and school services, or his designated representative.
- Normal heating and cooling operation will begin 1.5 hours before and end 1.5 hours after the normal school day, unless special activity schedules have been requested by proper personnel and have been approved by the associate superintendent of facility and school services, or his designated representative.
- Portable space heaters are prohibited in all district facilities.
- Refrigerators and microwaves, for personal use, are prohibited in classrooms and individual offices.
- Covering, obstructing (within a two foot radius), or tampering with any HVAC sensor is prohibited in all district facilities.
- All desk or floor lamps intended for use in a district facility must be equipped with lamps or bulbs of less than 15 watts each (e.g. compact fluorescent lamps or LED).

## **INTEGRATED PEST MANAGEMENT PROGRAM (IPMP) (CLB LOCAL)**

The District’s integrated pest management program (IPMP), developed in accordance with the requirements of the Texas Structural Pest Control Act and with the assistance of an advisory committee of knowledgeable persons, shall govern the District’s use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities. Additionally, it shall require

1. Strategies that are consistent with EPA-defined management practices and that reflect the optimal combination of pest management tactics that are compatible with human health and environmental protection.
2. Proper identification of pest problems.
3. Monitoring programs to determine when pests are present or when pest problems are severe enough to justify corrective action.
4. Use of nonchemical management strategies whenever practical.
5. Preferential use of least toxic chemical controls when pesticides or herbicides are needed.
6. Detailed records of chemical products used.

### **Application Time Frame**

The designated IPM coordinator(s), in addition to the responsibilities set out in CLB (LEGAL), shall coordinate with appropriate district administrators or other employees pesticide or herbicide applications in accordance with law. Notifications of pesticide applications are posted a minimum of 48 hours prior to application. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

Pesticide applications are prohibited by unlicensed individuals and fines can be issued through the Structural Pest Control Board to any non-licensed person applying pesticides at school facilities.

### **FREE PASSES TO ATHLETIC CONTESTS (DEB LOCAL)**

With the exception of playoff games, all District employees shall be admitted free to all home athletic events, with current employee IDs. One complimentary ticket shall be provided, on request.

### **EMPLOYEE WEBSITE DISCOUNTS (Part of GKDA LOCAL)**

Businesses that wish to offer goods and services to District employees at regular or discounted rates may purchase space on the District Intranet website at a cost determined annually by the administration. The website is not intended to create a public forum and the District shall not endorse any product or service offered. Discount information shall not be in conflict with the mission, goals, and objectives of the District, with TEA regulations, or state law.

### **AFTERCARE PROGRAMS (FFC LOCAL)**

In order to provide a supervised environment for students after the end of the school day, the District shall allow certain entities to provide after-school care services at District facilities, at no charge to these entities. Any charge by the after-school childcare provider for providing such services shall be reasonable and shall be made directly to the entity and paid by the parent. The District shall assume no role in establishing or collecting such charges.

Aftercare programs approved pursuant to this policy may provide educational enhancement services but shall not be considered part of the District instructional program. Aftercare programs that operate at District campuses shall be considered District-affiliated, but shall not be District-sponsored or District-operated. All such programs shall distinguish themselves from the District and shall make clear in all publications, forms, flyers and other documents that they are independent entities.

In order to adequately maintain District facilities, only one aftercare program shall be permitted at each campus in the District. Permission to operate such programs shall occur once each year. Permission may be denied to any entity for any lawful reason, including

1. Receipt of complaints from parents;
2. Violation of District policies or procedures by the entity; or
3. Damage to or misuse of District property by the entity.

### **Approval**

The Board of Trustees has delegated to the Superintendent the authority to approve the operation of such programs that have:

1. Demonstrated the ability to provide sufficient staff to supervise the number of students who enroll in the program;
2. Conducted complete criminal history records checks on all individuals who interact with students on District premises;
3. Provided the District with evidence of liability coverage, listing the District as an additional insured;
4. Identified appropriate activities and/or educational programs that are consistent with the district's educational philosophy and mission as a public school;
5. Assured that the program will not discriminate on the basis of race, sex, ethnicity, national origin, religion, age, or other legally protected characteristic;
6. Assured compliance with all District policies, procedures, and facilities use requirements;
7. Executed an agreement with the District for use of its facilities [see GKD] and holding the District harmless from all claims, damages, costs, and attorney fees for injuries or damages arising in part or in whole from the negligent or intentional acts of the entity, its officer, employees and/or agents, in connection with the delivery of aftercare services.

### **Employee Participation**

District employees may serve in District-approved aftercare programs only on the following conditions:

1. The employee has provided written notice to the principal of the campus where the program is held of his or her intent to work in the program;
2. The employee's service in the aftercare program will in no way interfere with the employee's duties to the District, and all such employees will ensure that performance of duties to the District remain their utmost priority;
3. Any employee whose service in an aftercare program at District schools interferes with that employee's position with the District will be subject to disciplinary action; and
4. Any employee or group of employees who seeks to develop an aftercare program shall do so in consultation with the District administration and obtain permission to operate from the Superintendent.



***Absence and Leave  
Policies/Procedures***



## **LEAVES AND ABSENCES (DEC LOCAL)**

### **Definitions**

#### **Family**

The term "immediate family" shall include:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in *loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands in *loco parentis* to the employee.
4. Sibling, stepsibling, sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act, the definition of spouse, parent, son or daughter, and next of kin are found in DECA (LEGAL).

#### **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 severe 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 services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time 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**

The District shall make state personal leave for the current year available for use at the beginning of the school year. Local leave shall be made available as earned.

#### **Earning Local Leave**

An employee shall not earn any local leave when he or she is in unpaid status. 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 or 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 state personal leave the employee used beyond his or her pro rata entitlement for the school year.

### **Recording**

Leave shall be recorded as follows:

1. Leave shall be recorded in half-day increments for all employees.
2. If the employee is taking intermittent 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. [See DEA]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995—96 school year.
3. State personal leave.

Use of extended sick leave or sick leave bank days shall be permitted only after all available state and local leave has been exhausted.

### **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 temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

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 need for leave if:

1. The employee is absent more than five 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.

**Note:** For District contribution to employee insurance during leave, see CRD (LOCAL).

### **State Personal Leave**

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)]

Non-discretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

#### **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 accordance with administrative regulations. 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, as well as the availability of substitutes.

#### **Duration of Leave**

Discretionary use of state personal leave shall not exceed five consecutive workdays.

### **Local Leave**

Employees in positions normally requiring 10, 11, or 12 months of service shall earn five, six, or seven paid local leave days per school year, respectively, in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above.]

### **Extended Sick Leave**

After all available state and local leave days have been exhausted, an employee shall be granted extended sick leave days based on the employee's minimum sick leave balance as of the first duty date of the school year in which the leave is requested.

Extended sick leave shall be used for the employee's personal illness or injury, including pregnancy-related illness or injury, or for absences related to the illness or injury of a member of the employee's immediate family:

Years of Consecutive KISD Experience*	Minimum Days Sick and Personal Leave Balance First Duty Date	Maximum Days Personal Extended Sick Leave Authorized	Maximum Days Family Extended Sick Leave Authorized
1	7	5	2
2	14	10	4
3-4	21	15	6
5-6	35	25	10
7-8	49	35	14
9-10	63	45	18
11-12	70	48	22
13-14	77	51	26
15-16	84	54	30
17-18	90	56	34
19-20	95	59	36
21-22	105	66	39
23-24	115	73	42
25+	125	80	45

Any approved leave of absence shall be counted toward consecutive years of experience.

A written request for extended sick leave shall be submitted to the employee's immediate supervisor and sent through the chain of command to the Superintendent for approval. The request shall include a certification of need for the leave from a physician each time extended sick leave is requested.

### **Potentially Disabling Conditions**

When an employee becomes aware of a medical condition that may become disabling and could result in the employee being absent from his or her assignment for more than five consecutive workdays during the current employment year, a statement from a medical doctor shall be provided to the immediate supervisor periodically but no less than monthly. The doctor's statement must indicate if there are any restrictions or limitations to the employee's performance of daily duties. If the doctor imposes any constraints, the Superintendent, in consultation with appropriate District staff members, shall determine the appropriate course of administrative action.

If sick leave or a leave of absence begins as a result of the above, the employee shall present a written statement from his or her medical doctor stating the date when he or she will be physically able to resume employment without any duty limitations.

An employee's written request for the approval of a job duty or job description modification due to a temporary disability shall be forwarded through the appropriate administrative channels to the Superintendent for final approval.

## **CATASTROPHIC SICK LEAVE BANK (From DEC LOCAL)**

The Catastrophic Sick Leave Bank (CSLB) is created through an annual gift or grant from the Board based on the value of local leave remaining in leave accounts of employees who retire or resign from the District. Days not used in a school year shall be carried forward to the following year.

### **Eligibility**

Any full-time, regular employee shall be eligible for membership in the CSLB on September 1st after the completion of 12 months of employment. A regular employee is defined as an individual who is eligible to receive District health care benefits; i.e., two paychecks per month on a regular basis for a minimum of ten months annually. To apply for days from the CSLB, an employee shall have exhausted all paid leave benefits.

### **Definition of Catastrophic**

A catastrophic illness or injury is a severe 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 services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

### **Limitations**

Use of the CSLB shall be limited to the number of days available in the CSLB and the number of equivalent days added to the CSLB each year as part of the annual budget adoption process.

An individual staff member may be granted days by the Insurance Advisory Committee (IAC) only once during a school year; however, the IAC may consider extenuating circumstances and grant additional days.

An employee receiving days from the CSLB shall not earn local sick leave. An employee shall not be granted extended sick leave and days from the CSLB in the same school year.

The number of days granted to an individual staff member shall not exceed the number of remaining duty days the CSLB member is scheduled to work in that school year according to the District calendar for the employee's position. A grant of days from the CSLB shall never cause a member to receive more than his or her annual salary or wage or to extend the number of days the employee is scheduled to work.

### **Granting Days**

Grants of days from the CSLB shall be in units of not more than 30 consecutive work days. At the end of 30 days, the staff member may apply for an extension by submitting an updated statement from a physician on the appropriate form. Payment received by an employee for use of days from the CSLB is taxable income.

If a member returns to work and has not used all days granted, the unused days shall be returned to the CSLB.

Any decision of the IAC regarding granting or denying of days or the number of days is final.

### **Application for Days**

All forms for participation in the CSLB shall be available in the office of the principal or department head or from the department of human resources. Applications shall be submitted to the IAC through the office of the associate superintendent for human resources.

Applications may be submitted at any time an eligible employee has 15 or fewer days of paid leave remaining. Any request for days must be made within 30 days of the staff member's use of his or her last accumulated paid leave day.

All requests shall be accompanied by a physician's statement on a form provided by the IAC confirming the cause of illness or confinement and certifying the member's inability to perform assigned duties. The form must be personally signed by the physician. The IAC shall not honor any physician's statement unless it is on the official form provided by the IAC.

The IAC may require a member, at the member's expense, to obtain a second opinion; this physician's report shall be sent directly to the associate superintendent of human resources before the IAC may act upon the request for days.

Each separate application for a grant of days from the CSLB shall include a new physician's statement.

If the illness of a CSLB member prevents the member from personally applying for days, the application may be submitted to the IAC by the member's authorized agent or a member of the employee's family. An applicant may submit a request for an extension of a CSLB leave grant before the original grant expires by using the appropriate request form accompanied by a new signed physician's statement.

### **Terminating Membership**

A member of the bank shall lose the right to use of CSLB days if the employee:

1. Terminates employment with the District;
2. Is suspended without pay;
3. Abuses or misuses the CSLB;
4. Becomes ineligible (not full-time); or
5. Is on an approved leave of absence.

### **Governing Committee**

The CSLB shall be governed by the District Insurance Advisory Committee (IAC) which shall be responsible for the operation of the program and granting or denying requests for days to staff members who suffer a catastrophic personal illness.

Members of the IAC shall be chosen by the associate superintendent of human resources from the following groups by a random stratified procedure from a master list of employees:

Teachers/Librarians/Nurses/Counselors	5
Paraprofessionals	2
Plant Operations/Maintenance/Warehouse	1
Food Service/Bus Drivers	1
Administration	1
Associate Superintendent of Human Resources (Chair)	1
	<hr/>
	11



Service on the IAC shall be voluntary. Members of the IAC shall serve staggered two-year terms with one-half being selected on alternate years. Committee members have no authority unless in attendance at an official meeting as called by the associate superintendent of human resources.

### **Duties of the Committee**

The IAC shall receive requests for use of the CSLB, verify validity of requests, approve or deny requests, and communicate decisions to the requesting employee through the associate superintendent of human resources.

The chair shall gather data, inform the committee of pertinent information, maintain records, call and conduct meetings, and perform other duties required for administration of the program. The chair shall be a voting ex officio member who serves as an advisor and resource to the committee with exclusive authority to convene meetings.

A quorum of seven members must be present at any meeting where a decision is made to award or deny days from the CSLB. A simple majority shall be required for any decision. All decisions of the IAC are final.

### **Maintaining Records**

The department of human resources shall maintain all records pertaining to the CSLB. The department of human resources shall provide information to the IAC upon request for any data maintained in the files with regard to an applicant's use of the CSLB.

All requests shall be marked for approval or denial by the IAC. The forms shall then be returned to the CSLB member through the office of the associate superintendent of human resources.

### **Changes/Amendments**

The Superintendent is authorized to modify the CSLB program or any documents required for its implementation for purposes of legality, clarity, or operational efficiency. Substantive changes shall be submitted to the Board for approval.

### **Appeals**

Decisions made by the IAC regarding granting or denial of days from the CSLB are final.

### **Cancellation of Program**

The Board reserves the right to discontinue the CSLB at any time; days granted to an employee prior to the date the program is discontinued shall not be affected.

Former employees have no claim to any days that may have been contributed from unused local sick leave days.

## **LEAVES OF ABSENCE (From DEC LOCAL)**

In addition to leaves of absence provided by law (such as family and medical leave), a leave of absence without pay for a period of one school year may be granted by the Superintendent for the following reasons:

- Temporary disability as verified in writing by a medical doctor
- Study as a full-time student in an approved college or university
- Travel, as approved in advance
- Special assignment to teach or be an administrator in a school in a foreign country

- To accept related employment on a temporary basis provided such employment will, in the opinion of the Board and administration, enhance the employee's value to the District.
- Care of a teacher's preschool child or kindergarten student.

Upon request by the employee and approval by the Superintendent, these leaves may be renewed for up to two additional years.

### **Leave Balance**

During an approved leave of absence for any of the above reasons, any unused accumulation of local sick leave shall remain in the employee's leave account.

### **Insurance Premiums**

When approved for a leave of absence for one of the above reasons, the employee may elect to continue participation in the District's group life and hospitalization insurance program in accordance with the District's insurance policy which may limit or preclude participation based on unpaid leave status by paying the full premium by the first day of each month during the period of leave. Insurance coverage shall be cancelled when a payment is 30 days delinquent.

### **Intent to Return**

The employee must notify the human resource services office of a desire to return to active duty at least 30 days prior to the expected date of return and shall be eligible to apply for any position for which the employee is qualified. The returning employee is entitled to an assignment within the district comparable to the assignment vacated subject to the availability of an appropriate position. If an assignment is not available, employees will be granted a contract or employment on an assignment beginning with the next school term provided that the leave of absence was due to a temporary disability, defined in the Texas Education Code 21.409 to be when the employee's condition interferes with the performance of regular duties. Temporary disability in this section includes the condition of pregnancy. However, if a position becomes available in the interim, it will be offered to those persons.

### **Docked Days**

If an employee has exhausted all paid leave benefits and is docked for additional absences, the employee may request reimbursement for the docked days at any time during the annual duty calendar when the employee has earned additional leave days equal to the number of docked days.

### **Reinstatement of Days**

If an employee resigns from the district but is reemployed within 90 calendar days of the effective date of the resignation, the employee shall be credited any unused local sick leave, as long as the person has not been employed full-time by another employer.

### **Family and Medical Leave: Twelve-Month Period**

For purposes of an employee's entitlement to family and medical leave (FMLA) leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

### **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**

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for 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 leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA (legal)]

### **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. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.

### **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]

### **Failure to Return**

If, at the expiration of the family and medical leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of premiums paid by the District during the leave. [See DECA (legal), Recovery of Benefit Cost]

### **Temporary Disability Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB (LOCAL) for temporary disability leave placement and DEC (legal) for return to active duty.]

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.

### **Workers' Compensation**

**Note:** Worker's 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.]

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.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.

### **Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

### **New Leave Reimbursement Plan**

Upon retirement from the district, an "Eligible Employee" as defined in this section, shall be entitled to reimbursement for an unlimited amount of unused state personal and sick leave days or local leave days, as set forth herein.

As used in this section, "Eligible Employee" means an employee who:

- (1) has a minimum of ten (10) years of consecutive service in the District immediately preceding retirement; and
- (2) is eligible for retirement and begins receiving benefits under the Texas Teacher Retirement System (TRS) on an unreduced pension/annuity immediately upon separation from the District.

The rate of reimbursement shall be based on the daily rate of substitute pay effective at the time of the employee's retirement (pursuant to the then current Staff Compensation Plan approved by the Board), as follows:

- (1) Eligible employees who are classified as exempt under the Fair Labor Standards Act [see DEA (LOCAL)] shall receive one-half of long-term certified substitute teacher daily rate of pay (e.g., in 2015-16, rate under this section would be \$80.00 per day as substitute pay is \$160/day).
- (2) Eligible employees who are classified as non-exempt under the Fair Labor Standards Act [see DEA (LOCAL)] shall receive one-half of non-degreed substitute teacher daily rate of pay (e.g., in 2015-16, rate under this section would be \$40.00 per day as substitute pay is \$80/day).

Any reimbursement payment due under this policy shall be made as a contribution to the employee's account under the District's 401(a) plan. The eligible employee shall receive a letter with the details of the amount that was paid based on the number of days which qualify. Options that are available to the employee will also be included in the letter.

This payment into the 401 (a) account will take place three times a year. When each eligible retiree has access to their funds will depend on when the retirement occurs. Due to the administrative process needed to distribute the funds, our goal is to have funds available in July, October, and March.

Employees employed on or before September 3, 1974, who qualify under the "Original Reimbursement at Retirement Plan" set forth below, shall have the option to choose that plan, or the instant plan at the time of retirement, but not both.

### **Original Reimbursement at Retirement**

This provision applies only to persons continuously employed in the District from September 3, 1974. Beginning September 1, 2002, the District shall, under Internal Revenue Service rules, pay into a 457(b) or a 401(a) retirement plan an amount for accumulated unused local sick leave up to 30 days.

#### **Under Age 55**

An employee under age 55 shall receive a contribution to a 457(b) plan; if the amount of the reimbursement exceeds the federal contribution limit applicable to the plan, the excess shall be paid in cash.

### Age 55 or older

An employee age 55 or older shall receive a contribution to a 457(b) Plan. If the amount of the reimbursement exceeds the federal contribution limit applicable to the 457(b) plan, the excess shall be contributed to the District's 401(a) Plan. If the amount of the reimbursement exceeds the federal contribution limit applicable to the 401(a) Plan, then the amount in excess of the limit shall be paid in cash.

### **Neutral Absence Control Policy**

When an employee has exhausted all leave benefits, including vacation and nonduty days, the employee shall be retained on the personnel roster for a period not to exceed 30 consecutive days.\* In order to remain on active status as a District employee, the employee shall request a leave of absence prior to the end of the 30-day period. An employee who fails to request a leave of absence shall be terminated in accordance with District policies [see DCD and DF series].

An employee may not choose to be docked in lieu of use of available leave.

An employee who is absent from duty for three consecutive days without notifying the immediate supervisor of his or her status and the anticipated date of return shall be dismissed from employment in accordance with Board policy [see DCD and DF series].

\*Regardless of catastrophic payments/days that may have been granted.

## **LEAVES OF ABSENCE/SICK LEAVE (II-47)**

Local sick leave is transferable among departments in the KISD.

Employees will be given the following options when requesting a medical leave of absence:

- (a) Remaining on the payroll and using their earned accumulated sick leave
- (b) Retaining this unused sick leave balance so that it will be available when they return to duty.

If the employee desires to use accumulated sick leave prior to being placed on a temporary disability leave of absence, the employee's name will remain on the Roster of Personnel until the accumulated sick leave has been expended.

Once the option is chosen it may not be changed. Payment for option (a), above, is available only to employees requesting personal medical leaves of absence and not for the illness of a relative. Payment will be made as if the employee were actually working during the accumulated sick leave period. Payments will be made on the regularly established district pay dates.

Checks for salary owed will be mailed to the employee's last address on file at the pay date closest to and after their actual last day of employment or at the exhaustion of their sick leave balance, depending on the sick leave option selected by the employee.

Employee requests for temporary disability leave of absence will be submitted to the Human Resource Services administrator accompanied by a licensed physician's affidavit confirming the employee's inability to work and indicating the date for the leave to begin, as well as a probable date the employee should be able to return for employment. An employee who is a member of the Christian Science Church may have a Christian Science practitioner attest to the employee's disability.

All employees requesting a leave of absence will be asked to arrange an interview with the human resource services officer at least four weeks prior to anticipated departure date. Emergency illness would be excepted.

### **LEAVES OF ABSENCE RESPONSIBILITIES (II-47.3)**

Teachers who are on a leave of absence do not have any responsibilities during that period for lesson plan preparation or for any other duties relating to their professional position. Leaves of absence for all other KISD positions have the same basic characteristics. There are no duty requirements relating to their former assignment during this period.

### **VACANCIES DUE TO LEAVES OF ABSENCE (II-47.1)**

The action of the Superintendent determines the employee's leave of absence status. For example, if the Superintendent approves an individual's leave of absence, his/her position cannot be reserved as a courtesy to that employee or his/her supervisor by arranging for a long-term substitute, by leaving the position unfilled, or by any related procedure. An effort must be made to fill the vacancy unless a replacement for that position has not been approved or the original leave of absence specifically included provisions/conditions regarding the return to duty of the affected employee.

### **LEAVES OF ABSENCE – WAITING LIST (II-47.2)**

The returning employee is entitled to an assignment within the district equivalent to the one vacated subject to the availability of an appropriate position if the leave of absence was due to a temporary disability.

If an assignment is not available, teachers who are on a temporary disability leave will be granted a contract for employment beginning with the next school year. However, if a position becomes available in the interim, it will be offered to those persons. All other employees will be treated in the same manner based on the type of assignment.

An official waiting list of those employees desiring to return to duty after a Board of Trustees' approved leave of absence will be maintained in the human resource services office and provided on a six-weeks' basis to all schools and departments. As openings occur those on the waiting list who have certification/qualifications for the newly opened position will be processed in seniority order.

If an employee on leave of absence has not accepted a position within 12 months of the date on which the leave expired, he/she will relinquish a place on the waiting list.

A teacher desiring to return from a leave of absence may elect twice to not accept a certain position offered on the basis of KISD seniority. However, after the second time, options on assignments will not be available and the person will be automatically placed at the bottom of the waiting list and assigned by the human resource services office. The option on assignment provision will not be in effect from July 1 through the first day of the school year and the seniority basis will be the only consideration.

A returning teacher may request an assignment for which he/she is qualified that requires different certification. However, that person then relinquishes his/her seniority placement and is

added to the bottom of that specific waiting list. Other employees may make similar requests and will be treated accordingly.

If two weeks prior to the beginning of a new school year a teacher who is on a temporary disability leave has not been formally reassigned, the teacher will be requested to report to an interim assignment for substitute teaching duties at his/her regular contract salary and wait for enrollment figures at each school to be analyzed. He/she will be permanently assigned to a school for a regular teaching position during the first six weeks of the school year on the basis of pupil/teacher ratio on a current or projected basis.

## **PERSONAL LEAVE DAYS – GUIDELINES (II-44)**

Five (5) personal leave days are available each school year to staff members who are employed for 175 or more duty days annually and four (4) or more hours per day and charged against the state personal leave balance. If not used, the personal leave days carry over to the next school year or contract period as personal leave days and remain in that employee's state personal leave balance.

Personal leave days are not provided to substitute, part-time, seasonal, or temporary employees, or to those who work fewer than four (4) hours daily with the exception of school bus drivers in pay grades with daily assignments of three (3) or more hours daily.

### **Procedures/Clarification**

1. Adequate written notice must be given to the immediate supervisor.
2. All requests, approvals, and final arrangements must be in writing if time permits.
3. Personal leave days for which the employee does not receive a deduction in salary will be reported to the payroll office on the forms provided.
4. Personal leave days may not be used to extend a school holiday or vacation.
5. For reasons other than illness of the employee, illness or death in the immediate family, or a family emergency, the principal or administrator who has supervisory responsibility may limit the number of employees who can take personal day(s) on specific dates to insure the school district's best interests.

A standard form will be used on a districtwide basis for requesting personal leave days.

## **VACATIONS AND HOLIDAYS: NONDUTY DAYS (DED LOCAL)**

### **Application of Policy**

The policy applies only to employees who are considered **exempt** employees as defined by board Policy DEA (Legal) and federal law.

### **Nonduty Days**

If a new exempt employee in a position normally requiring 12 months of service begins service on a day other than the standard beginning date for employees of a similar assignment, the employee, subject to the advance approval of the immediate supervisor, shall be granted a period of no less than five nonduty days within the initial 120 days of employment.

### **Scheduling Nonduty Days**

Nonteaching exempt employees may request use of a nonduty day or days during any month of the year. Such requests shall be honored and days will be scheduled by the supervising administrator to the extent that the appropriate number of staff members will be on duty at all times.

### **Accumulation of Nonduty Days**

Nonteaching exempt employees are not permitted to work more than their annual duty-day requirement. However, with advance written approval from the appropriate associate superintendent (or, for an associate superintendent, the advance written approval of the superintendent), an employee may accumulate up to a maximum of 25 days in excess of the days in the usual duty calendar. These accumulated days may be taken on a schedule acceptable to the immediate administrative supervisor.

## **JURY DUTY OF EMPLOYEES (DEC Legal)**

Any employee called to jury duty will be paid at his regular rate during the course of his service.



***Personnel  
Information/Procedures***



## SALARY SCHEDULE INFORMATION

Salary schedules for 2016-17 may be found at [kleinisd.net](http://kleinisd.net) under "Employment."

### Payment for College Hours

A total of \$500 will be paid to all certified employees on a one-time basis in the October or March paychecks as they reach the following levels after the completion of one full year of employment in the Klein ISD:

Bachelor's Degree	+15 hours above	(y) =	\$500
Master's Degree	+15 hours above	(z) =	\$500
Master's Degree	+30 hours above	(y) =	\$500
Master's Degree	+45 hours above	(y) =	\$500
Doctor's Degree	+15 hours above	(z) =	\$500
Doctor's Degree	+30 hours above	(z) =	\$500

Notes: (y) Transcripts and an official degree plan, signed by the accredited college or university, must be presented to the human resource services office no later than October 1<sup>st</sup> or March 1<sup>st</sup>.

(z) A degree plan is not a requirement.

Employees with ten or more consecutive years of Klein experience will receive \$25 for each year of local service to be paid in one lump sum in June.

Teachers in grades 6-12 who are assigned four or more daily class periods of science, computer science, or mathematics will receive an additional \$2,000 in annual salary. An additional stipend will be paid annually of \$1,500 for teachers who teach three or more periods of Algebra I in grades 7-12 as part of the four or more periods of math (a total stipend of \$3,500). Science teachers who teach three or more periods of Integrated Physics and Chemistry (IPC) in grades 9-12 as part of the four or more periods of science will receive an additional stipend of \$1,500 (a total stipend of \$3,500). A \$4,500 salary stipend will be paid to all teachers assigned full-time to the bilingual education program and who meet all State Board of Educator Certification (SBEC) requirements for the assignment and/or certification. A \$500 salary stipend will be paid to all teachers assigned full time to the ESL education program prior to June 1, 1996, and who meet all requirements for assignment and/or certification. A stipend of \$1,000 will be paid to all teachers assigned full time to the alternative education classes at the KISD annex. Foreign language teachers who teach four (4) or more periods per day will receive an additional \$500 in annual salary.

## TEACHER RETIREMENT

Teacher Retirement means more than just an annuity for your retirement years. It goes to work immediately for you, offering:

- **Death benefits** for your family should you die before retirement.
- **Disability retirement** should you become permanently disabled.
- **Guaranteed return of deposits** with interest even if you permanently terminate employment.
- **Vested rights** to benefits upon completion of at least 5 years of creditable service.
- **A history of continuing benefit increases** showing six improvements in the retirement formula, 14 increases in benefits for retired members, and numerous other benefit improvements.
- **Installment Plan** for purchasing qualified out-of-state teaching experience available.

All this coverage is yours at a cost of 7.35% of your gross monthly salary. The state provides no money for operating costs but does contribute approximately 6.8% of payroll which is placed in a special account and used to pay a large percent of the cost of benefits.

### CALCULATION OF RETIREMENT ANNUITY

The following simple formula is used to determine the basic lifetime retirement annuity (standard annuity) for every member and to calculate certain death and disability benefits. Annual compensation is defined as salary and wages paid or payable to a member during a school year. Expenses, allowances, fringe benefits, and payments for unused vacation or sick leave are excluded. A percentage limitation rule and a conversion rule applied to salaries at retirement may affect the three-year average salary and the annuity.

1.	$\frac{\$50,000}{\text{Average of Highest 3 Annual Salaries}}$				
2.	$\frac{31}{\text{Total Years of Creditable Service}}$	x	2.3%	=	$\frac{71.3\%}{\text{Total \%}}$
3.	$\frac{.713}{\text{Total \%}}$	x	$\frac{\$50,000}{\text{Average Salary}}$	=	$\frac{\$35,650.00}{\text{Annual Annuity}}$
4.	$\frac{\$35,650.00}{\text{Annual Annuity}}$	÷	12	=	$\frac{\$2,970.83}{\text{Monthly Standard Annuity}}$

## RETIREMENT AGE

Changes to the Teacher Retirement System of Texas (TRS) plan over the years have resulted in several distinct membership categories, each with its own retirement eligibility requirements and early-age reductions.

1. TRS has designed membership tiers that correspond to the different categories of membership to help you better understand the requirements and reductions that apply to you.
2. The membership Tier that applies to you is determined by:
  - a. The date you entered your current TRS membership;
  - b. Your “grandfathered” status, and
  - c. The amount of service credit you have on 8/31/15.

By reviewing the information about your Tier, you can find out the age and years of service you must have to be eligible for normal age service retirement, early-age service retirement, and the Partial Lump Sum Option (PLSO).

Please consult the TRS website at [www.trs.state.tx.us](http://www.trs.state.tx.us) for the most updated information. Klein employees should consult officers of the Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701, for complete and up-to-date information. **TRS has a toll-free number of 1-800-223-8778.**

## KLEIN ISD EMPLOYEE BENEFIT INFORMATION

### Eligibility

All new employees are eligible for benefits on the first day of the month following the first day worked. All employees who are eligible for membership in the Teacher Retirement System (TRS) are eligible for all employee benefits offered. If an employee's enrollment is not received in the Klein ISD Benefits office within one calendar month of the employee's date of hire, that employee will be eligible to receive **Basic Life benefits only**. Part-time and substitute employees (not eligible for TRS) do have access to medical insurance but are responsible for the full cost.

### District-Provided Benefits

All offered employee benefits are approved annually by the Board of Trustees. At the time of this printing the District offers the following coverage as part of the compensation/benefit package to all eligible Klein ISD employees.

**Group Life Insurance:** All employees receive \$10,000 of Group Term Life insurance and \$10,000 of Accidental Death and Personal Loss (AD&P) with premiums paid by the District.

### **Medical Benefits:**

Klein ISD contributes a set amount of dollars per month for each employee depending on which plan and tier they choose. Employees may participate in any of the major medical plans available to them through TRS ActiveCare. The Board of Trustees approves the KISD contribution and the employee rates annually. The details concerning all aspects of the health coverage are explained during the annual enrollment period.

The monthly rates for the major medical, dental, and vision plans for 2015-2016 are as follows:

**2015-2016 Employee Monthly Rates (Effective September 1, 2015)**

TRS-ActiveCare Medical Plan Funding	Employee Rates Per Month	District (D)* Contribution	TRS Total
-------------------------------------	--------------------------	----------------------------	-----------

**TRS-ActiveCare 1 HD**

Employee Only	\$ 30.00	\$311.00	\$341.00
Employee/Children	\$231.00	\$384.00	\$615.00
Employee/Spouse	\$388.00	\$526.00	\$914.00
Employee/Family	\$633.00	\$598.00	\$1,231.00

**TR Select Aetna ACN**

Employee Only	\$143.00	\$341.00	\$484.00
Employee/Children	\$381.00	\$398.00	\$779.00
Employee/Spouse	\$628.00	\$519.00	\$1,147.00
Employee/Family	\$790.00	\$571.00	\$1,361.00

**TR-ActiveCare – 2**

Employee Only	\$277.00	\$368.00	\$645.00
Employee/Children	\$634.00	\$408.00	\$1,042.00
Employee/Spouse	\$1,003.00	\$549.00	\$1,552.00
Employee/Family	\$1,058.00	\$539.00	\$1,597.00

\*(Split/Pooled Premiums – The District contribution will be at the “Employee Only” level per eligible employee for the plan elected.)

	Employee Only	Employee/Children	Employee/Spouse	Employee/Family
<b>Cigna Dental DHMO</b>	\$11.38	\$23.72	\$20.20	\$34.68
<b>Cigna Dental PPO</b>	\$30.16	\$73.52	\$59.20	\$102.14
<b>VSP Vision</b>	\$6.32	\$10.14	\$9.04	\$17.18

**NOTE:** Rates will be deducted equally between two paychecks each month. Rates reflect a monthly cost for employees receiving 24 paychecks a year; employees who receive 20 to 21 paychecks will pay an additional amount beginning September 1, 2016, to pay for the summer months.

**Employee Benefits Available Through Payroll Deductions**

1. **Group Life Insurance – Term Life:** All employees may elect additional term life insurance, which includes an additional equal volume of AD&PL. Coverage is available for employees and spouses in increments of \$10,000 and is age banded. Elected volume for spouse may not exceed the employee elected volume. New hires may elect up to \$300,000 or 5 times annual employee compensation with guaranteed issue. Maximum coverage is \$500,000 or 7 times salary. New hires may elect up to \$30,000 with guaranteed issue on their spouse. Coverage for dependent child(ren) is available for either \$10,000 or \$5,000. **Whole Life:** All employees may elect to purchase a

permanent or whole life policy. Guaranteed issue limits apply. This policy builds up cash value and the rate will remain constant.

2. **Group Dependent Medical Insurance:** All eligible Klein ISD employees may elect to cover their eligible dependents for major medical coverage with any of the TRS ActiveCare Plans available.
3. **Group Dental Insurance:** All employees are eligible for dental coverage with either the DHMO plan or the Indemnity/PPO plan through Cigna Dental.
4. **Group Vision Insurance:** All employees are eligible for vision coverage through VSP. VSP offers its vision program through a national network including both private practice providers and retail optical providers.
5. **Long Term Disability Income Insurance:** Is your salary insured? If you cannot work for any reason due to accident or sickness you can insure receiving up to 66.66% of your salary. Coverage is available through The Hartford with guaranteed issue; however, pre-existing conditions still apply.
6. **Critical Illness Insurance:** This coverage is a group supplemental plan that pays benefits directly to you. This policy will pay you a lump sum if you or a covered dependent is diagnosed with a covered illness or condition (*Cancer, Heart Attack, Stroke, Alzheimer's, Multiple Sclerosis, Parkinson's – a total of 34 diseases*). Coverage is through Voya with guaranteed issue; however, benefits are only payable when the diagnosis occurs while covered. Coverage is available at two different lump sum levels and is age banded based on the employees' age.
7. **Group Legal Plan:** All employees are eligible for the Comprehensive Group Legal Plan through Legal Shield. A pre-paid legal membership gives you access to quality legal assistance for \$15.75 per month. Legal Service including Identity Theft protection is available for \$25.70 per month.
8. **Section 125 Flexible Benefit Plan:** By electing to have certain premiums deducted before tax you will save taxes and your net take home will be slightly greater. Dependent Care and/or Medical/Dental Reimbursement Plan is also available. You can use tax-free money to pay for childcare and out-of-pocket health expenses. However, specific rules must be followed. Detailed information is available on Kleinet.
9. **Tax Deferred Retirement Plans:** Two separate individual retirement plans are available. Both allow you to use before-tax money and have it grow tax deferred. You are allowed to participate in one or both. Each plan has separate deferral maximums. **Participation is available at ANY TIME.**

The **Klein 403(b) Plan** is the traditional plan that allows any qualified investment, including an agent/broker sold annuity (TSA/Tax Sheltered Annuity). For more information about the Klein 403(b) Plan visit [www.jemtpa.com](http://www.jemtpa.com) or call 1-800-943-9179.

The **Klein 457 Plan** allows you to self-direct investments from a pre-selected number of mutual funds that include several low risk funds at a very low cost. It also allows full brokerage services at a higher cost. This plan has no federal tax penalty if the money is withdrawn upon termination. For information on the Klein 457 Plan visit [www.gwrs.com](http://www.gwrs.com) or call 1-800-701-8255.

10. **Retention and Sick Leave Incentive Plan:** This is a “401(a)” plan under the Internal Revenue Code, which is designed to reward employees for reaching certain attendance goals, to enhance employee’s retirement savings, and to provide an incentive to remain with Klein ISD until retirement.
11. **Accumulated Retiree Leave Reimbursement Plan:** Upon retirement from KISD, an “eligible employee,” as described in the Benefits Reference Guide and in policy DEC (LOCAL), shall be entitled to reimbursement for an unlimited amount of unused state personal, state sick leave, or local sick leave days.

### **New Enrollment or Changes**

New enrollments or changes, except for the two individual retirement plans, may only be made during annual enrollment. Any other changes may only occur if one of the IRS allowable reasons under Section 125 has occurred and the change is requested within 31 days.

## **TERMINATION OF EMPLOYMENT: RESIGNATION** **(DFE LOCAL)**

### **General Requirements**

All resignations shall be submitted in writing to the Superintendent or designee. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

### **At-Will Employees**

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

### **Contract Employees**

The Superintendent or designee shall be authorized to receive a contract employee’s resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. The resignation requires no further action by the district and is accepted upon receipt.

The Superintendent or other person designated by the Board shall be authorized to accept a contract employee’s resignation submitted or effective at any other time. The resignation becomes effective upon submission unless the Superintendent or other Board designee opts to submit the matter to the Board in order to pursue sanctions allowed by law.

### **Withdrawal of Resignation**

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

## **CONTINUATION OF HEALTH BENEFITS COVERAGE – COBRA LAW**

Federal law requires Klein ISD to provide employees and covered dependents a temporary extension of their health coverage at group rates in certain instances where coverage under their Plan would otherwise end. Questions should be directed to the Benefits and Risk Management Services Department, (832) 249-4691.



## PERSONAL AND SICK LEAVE POLICY HIGHLIGHTS

1. The State of Texas provides five (5) personal leave days annually which have unlimited accumulation and are transferable among school districts in Texas. State personal leave days provide for absences due to personal illness, an illness of a member of the immediate family, a family emergency, or death of an immediate family member. State sick leave balances earned through the 1994-1995 school year remain credited to the employee.
2. The Klein ISD provides an additional five, six, or seven days annually of sick leave depending on the number of days worked. This local sick leave has unlimited accumulation but the State of Texas does not allow transfer of unused local sick leave among school districts.
3. In the event of major illness, disability, etc., employees meeting minimum sick leave balances according to years of service will be granted matching additional sick leave days for both personal illness and illness of a relative once accumulated leave has been exhausted.
4. In the event of employee catastrophic illness, a full-time Klein ISD employee who has exhausted available sick leave may apply to the Catastrophic Sick Leave Bank (CSLB). Full-time and regular KISD employees are eligible for membership on September 1st after the completion of twelve (12) months of employment. Please refer to the Catastrophic Sick Leave Bank portion of policy DEC (LOCAL), which is included in this handbook, for complete details.
5. Detailed sick leave provisions are contained in DEC (LOCAL), which is included in "Absence and Leave Policies/Procedures" section of this handbook, and will be explained by the employee's supervisor upon request.

## WORKERS' COMPENSATION BENEFITS

**General:** The safety and welfare of all employees is a primary concern of the Klein Independent School District. Safe working conditions and practices are of vital importance to the KISD and to each one of its employees. A continuing partnership must exist between the employer and the employee to provide a safe and injury-free workplace. In accordance with the state law, 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 the KISD.

Workers' Compensation benefits pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case. Staff members who suffer a work-related illness or injury must report the illness or injury to their supervisor immediately in order to be eligible for benefits. The district may provide modified duty to staff members to assist in their return to work from an on-the-job injury subject to the availabilities of an appropriate assignment.

**How to Report an Injury:** Report the injury immediately to a Supervisor or the Workers' Comp Coordinator at your campus/department. Complete the KISD Workers' Comp forms and immediately return them to a supervisor or safety officer. Follow KISD guidelines for seeking medical treatment. If no medical treatment is desired or needed, the Workers' Comp forms will become RECORD ONLY claims. Communicate with your campus/department supervisor or Workers' Comp Coordinator. If more information is needed, contact the KISD Workers' Comp Department.

KISD injury report forms are located on line. Go to: Departments, Human Resources, Workers' Comp, Workers' Compensation Injury Report.

### **Workers' Compensation Payments**

Workers' compensation payments begin on the eighth calendar day after the last day worked when a licensed physician determines that the employee is unable to perform essential job-related functions. An employee eligible for workers' compensation wage benefits, and not on assault leave, shall indicate whether he or she chooses to:

1. Receive workers' compensation wage benefits after the seven-day waiting period has expired (No use of paid leave—option #3 on the Workers' Compensation worksheet); or
2. Use available paid leave during the seven-day waiting period for workers' compensation wage benefits. Workers' compensation wage benefits shall begin when:
  - a. Paid leave chosen for the five duty days toward the seven-day waiting period has been exhausted (option #1 on the Workers' Compensation worksheet); or
  - b. All paid leave has been exhausted (option #2 on the Workers' Compensation worksheet).

The employee shall make this election in advance on the District Workers' Compensation Worksheet provided by his or her supervisor; this election is irrevocable.

While an employee is on workers' compensation status, a statement from the attending physician shall be provided to the supervising administrator after each visit. The doctor's statement shall indicate that there are continuing restrictions or limitations to the employee's ability to return to duty.

When the sick leave balance is exhausted, all earned nonduty days have been used, and District salary has been discontinued, an employee may remain on the personnel roster for a period not to exceed 30 consecutive days. Prior to the expiration of that period of time, the employee shall request a leave of absence in accordance with applicable guidelines and procedures in order to continue an employment relationship with the District.

Any dock day used during the waiting period that is subsequently reimbursed with a workers' compensation payment under the workers' compensation rule cannot be used to apply for reimbursement of a duty day under the local sick leave policy. [See Docked Days, under Leaves of Absence (DEC LOCAL)]

**Coverage:** Klein ISD has established Workers' Compensation coverage through the KISD Self-Insured Plan to protect you in the event of work-related injury or illness. Our third-party administrator, Texas Association of School Boards Risk Management Fund, will handle any injuries or illnesses which occur. A staff member or a person acting on the staff member's behalf must notify the employer of an injury or illness not later than the 30th day after the date on which the injury occurs or the date the staff member knew or should have known of an illness, unless the Texas Department of Insurance Division of Workers' Compensation (DWC) determines that good cause existed for failure to provide timely notice.

**Employee Assistance:** DWC provides free information about how to file a Workers' Compensation claim. DWC staff will explain your rights and responsibilities under the Workers' Compensation Act and assists in resolving disputes about a claim. You can obtain this

assistance by contacting your local Commission Field Office or by calling 1-800-252-7031.

**Ombudsman Policy:** Additional assistance is available through the Office of Injured Employee Counsel (OIEC). OIEC is responsible for assisting employees with their claim in the workers' compensation system. An Ombudsman is an employee of the OIEC who can assist you if you have a dispute with the designated KISD Workers' Comp insurance carrier. Ombudsman assistance is free of charge. An Ombudsman can be reached by calling 1-866-393-6432 or by accessing the OIEC web site at [www.oiec.state.tx.us](http://www.oiec.state.tx.us).

**Safety Hotline:** The DWC has established a 24-hour toll-free telephone number for reporting unsafe conditions in the workplace that may violate occupational health and safety laws. Law prohibits employers from suspending, terminating, or discriminating against any staff member because he or she in good faith reports an alleged occupational health or safety violation. Contact the Division of Workers' Health and Safety at 1-800-452-9595.

## **PROFESSIONAL LIABILITY INSURANCE**

The Board of Trustees and administration of the Klein ISD are pleased to remind you of the protection that you have if there is a lawsuit filed against you because of an incident or event that occurs within the scope of your employment. The KISD purchases a professional liability insurance plan that protects employees from claims up to \$2 million dollars per occurrence for a wrongful act with an annual aggregate of the same amount. A wrongful act is "any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty including misfeasance, malfeasance, or nonfeasance." You are not protected from any claim arising out of any "unlawful, dishonest, fraudulent, or criminal acts, malicious acts, intentional acts, errors or omissions, acts involving deliberate indifference, acts involving violations of constitutional and/or civil rights, or intentional disregard of school policies, regulations, or directives."

It is unusual when a Klein ISD school teacher, counselor, nurse, librarian, secretary, or any other category of employee is sued by a parent or some other party; but it does happen. Claims made against school employees seldom develop into a lawsuit because of the immunities afforded to school employees in the Texas Law.

This policy noted above covers all Klein ISD employees, our student teachers, and our authorized volunteers when acting within the course and scope of their duties. In reviewing the records over the past twenty-nine school years, no KISD employee has been required to pay any legal fees or damages for an incident that has developed on the job. Of course, you would need to inform your immediate supervisor immediately and provide him/her with copies of any court documents or letters from any attorneys or parents that you receive indicating a threat of a lawsuit. We recognize, however, that some professional organizations offer similar policies and this coverage by the KISD is not intended to compete with or to replace any other additional coverage or protection that you might wish to obtain.

Furthermore, Klein ISD employees who operate district-owned or hired vehicles to transport students are covered by the district's vehicle insurance coverage up to \$1,000,000 per occurrence for any judgment rendered against the district and the employee. Employees who operate their own or borrowed vehicles on school business must rely on their personal insurance for liability and physical damage coverage. In such cases the district's automobile coverage only protects the district as excess insurance. The current Texas Tort Law limits an employee's liability to \$100,000.

We appreciate your daily efforts and want to alleviate your anxiety about professional liability matters that might arise as you serve the students of Klein, Texas. Insurance protection and other state laws limiting your liability may not keep someone from filing a lawsuit against you. However, the Klein ISD's policy will assure you of a defense and allow you that comfortable feeling of knowing that you are protected. This is a valuable tax-free employee benefit.

***Instruction and Pupil  
Policies/Procedures***



## **INSTRUCTIONAL PROGRAM IMPLEMENTATION AND DEVELOPMENT (III-2)**

The responsibility for the instructional program in each building is vested in the principal. However, the instructional office and their personnel are charged by the Superintendent of Schools with the requirement of maintaining the existing program and for all revisions and modifications including any authorized by the Board of Trustees. This is the only operational arrangement that guarantees a districtwide program rather than a wide variance of designs among the schools. It is imperative that the Klein Independent School District's instructional program be identifiable and consistent throughout the district.

The curriculum guides and materials furnished by the district's instructional office constitute the basis for a sound program at each grade level and in each subject matter area. They must be adhered to unless a modification is approved in writing by the instructional office.

The basic role of the instructional officer is to serve as a resource person. Each officer was chosen because of his or her exemplary performance as a classroom teacher and proven ability to work with other professionals. Even though principals were chosen basically for the same reasons, it is recognized that they do not have the time, with their other duties and responsibilities, to serve as an instructional resource person as much of the school day as they would prefer. This varies, too, among elementary, intermediate, and senior high positions. Therefore, the instructional officers can offer considerable expertise. They are members of the "team" and must be viewed in that manner by teachers and principals.

Instructional officers regularly evaluate methods, materials, procedures, and monitor the overall program. They do not evaluate teachers; this is the responsibility of the building principal.

In order for the school principal to function effectively as the instructional leader of his or her building, the teachers must keep the principal apprised of instructional problems and concerns.

Teachers at both the elementary and secondary level should pose instructional questions to their principal/assistant principal so that he or she can be aware of their kinds of concerns and problems. In the secondary schools the principal and teachers should consult with the department chairpersons, too. In addition, after informing the principal, the teachers at all levels, K-12, may contact the instructional officers if they need additional information or assistance.

All teachers have considerable latitude in the methods chosen for daily instruction. There may be instances when a major difference might exist between instructional officers and teachers in procedures, practices, philosophy, or judgment. When these kinds of situations occur, the instructional officers will discuss them with the principal in a private conference. This does not preclude, however, informal suggestions, observations, and dialogue between the teachers and instructional officers in the appropriate setting. Deviations from school district policy will be brought to the attention of both the teachers and the principal by the instructional officers. Only the highest degree of professionalism and discretion is in order in the above instances. Significant differences of opinion and interpretation should be referred to the associate superintendent of instruction for clarification if they cannot be resolved at the building level.

The teachers, principals, and the instructional office personnel are all working on behalf of the students of the Klein schools. Every assignment in the school district should be perceived as one of service and support for the students entrusted to our care.

## **STUDENT HANDBOOKS (III-81)**

During the first week of school the students should have an opportunity to review the student handbooks during a class period. It is most important that this information be transmitted to the students in an informal way. As you know, so often documents of this type are not read carefully by the students; consequently, we can benefit by utilizing a small amount of class time early in the school year to achieve our intended purpose.

Teachers have a responsibility to enforce the handbook rules and regulations as a condition of employment and should refrain from making personal comments that are not supportive of the school district's position or policies.

## **CONSULTANTS/RESOURCE PERSONS (III-38)**

When consultants/resource persons visit in the school or classroom and make presentations to the students, the teacher or other school district employee responsible shall have determined in advance the qualifications of the individual, the appropriateness of his or her appearance, the basic mode of presentation, content to be covered, and must scrutinize for approval any literature that may be disseminated by these persons.

## **FLAG DISPLAY GUIDELINES (I-8)**

The rules and guidelines for the general display of flags are found at 4 USC Chapter 1.

The flags of the United States of America, the state of Texas, and the District shall be flown at every school on all regular school days.

It is the universal custom to display the United States and Texas flags only from sunrise to sunset on buildings and on stationary staffs in the open. However, when a patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.

The United States and Texas flags should be hoisted briskly and lowered ceremoniously.

The United States and Texas flags should not be displayed on days when the weather is inclement, except when all-weather flags are on display.

### **Position and Manner of Display**

No other flag or pennant should be placed above or, if on the same level, to the right of the flag of the United States. No other flag should be displayed in a position of superior prominence or honor or in the place of, the flag of the United States. The United States flag should never be displayed with the Union down, except as a signal of dire distress in instances of extreme danger to life or property.

The flag of the United States, when displayed with another flag against a wall from crossed staffs, should be on the right (the flag's own right) and its staff should be in front of the other flag. (Looking at the flags face-on, the United States flag is on the left.)



When displayed either horizontally or vertically against a wall, the Union should be uppermost and to the flag's own right (the observer's left).

When displayed in a window, the United States and Texas flags should be displayed with the Union and blue field with Lone Star to the left of the observer outside.

The position of the United States flag when displayed with other flags in a location of close proximity or a grouping shall be in accordance with the following:

- The flag of the United States should be at the center and at the highest point of the group when a number of flags are grouped and displayed from staffs.
- The flag of the United States should always be the first flag hoisted when flown with any other flags on the same halyard.
- When flags are flown from adjacent staffs, the flag of the United States should be hoisted first and lowered last.
- No flag or pennant may be placed above the flag of the United States or to the United States flag's right.
- When carried in a procession with other flags, the United States flag should be either on the marching right (the flag's right) or to the front and center of the flag line.
- The display of flags of other nations is permitted in the following circumstances under the supervision of a faculty member and with the approval of a campus administrator:
  - Cultural Events
  - Curricular Activities
  - Co-curricular Activities

When flags of two or more nations are displayed, they are to be flown from separate staffs of the same height. The flags should be of approximately equal size. International usage forbids the display of the flag of one nation above that of another nation in time of peace.

The flag display guidelines will apply to specific areas (i.e. classrooms, auditoriums, libraries, cafeterias, etc.) within a school building independent of one another. For example:

- In multi-story buildings, a foreign language teacher on the third floor may display another nation's flag in his/her classroom, provided district guidelines for flag displays are followed for flags within the individual classroom.
- In a two-story school library, multiple national flags may be displayed together provided district guidelines for flag displays are followed.
- When two or more areas in a campus are used for events such as Culture Fest and flags will be displayed, the flag guidelines will apply to each area independent of one another.

When the flags of either the United States or Texas are displayed from a staff projecting horizontally or at an angle from a windowsill, balcony, chalk or bulletin board, or front of a building, the Union or blue field of either flag should be placed at the peak of the staff unless the flag is at half-staff.

## **Other Considerations**

- The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.
- The flag should never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.
- The flag should never have placed upon them, nor any part of them, nor attached to them, any mark, insignia, letter, work, figure, design, picture, or drawing of any nature.
- The flag should never be used as a receptacle for receiving, holding, carrying, or delivering anything.
- The flag, when in such a condition that they are no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning.

Instruction in the meaning of and respect for flag displays shall be the annual responsibility of the building principal.

## **PLEDGES OF ALLEGIANCE AND ONE MINUTE OF SILENCE (III-80)**

In accordance with Section 25.082 of the Texas Education Code, the opening exercises each morning for all students must include the Pledges of Allegiance to the Flag of the United States of America and to the Texas Flag. In addition, students must observe one minute of silence.

## **TEACHING ABOUT CONTROVERSIAL ISSUES (EMB LOCAL)**

The District shall address controversial topics in an impartial and objective manner. Teachers shall not use the classroom to transmit personal beliefs regarding political or sectarian issues. Students and educators shall ensure that, to the extent possible, discussions are conducted fairly and courteously.

The use of political material for instructional purposes in the classroom is acceptable; however, each teacher must be accountable that the presentation is open-minded, fair, responsible, and respectful of the differing opinions of others. The teacher must also be certain that the material presented and discussed has a legitimate relationship to the topic being studied.

### **Selection of Topics**

A teacher selecting topics for discussion in the classroom shall be adequately informed about the issue and capable of providing instruction on the subject, free from personal bias. In addition, the teacher shall be certain that:

1. The issue in question is within the range, knowledge, maturity, and comprehension of the students.
2. The issue is current and educationally significant.
3. The consideration of the issue does not interfere with or replace required instruction.
4. Sufficient relevant information on all aspects of the issue is provided.

If a teacher is unsure about a topic of discussion or about the methods to employ, the teacher may discuss the issue with the principal.

### **Classroom Discussion**

In guiding classroom discussion of controversial issues, teachers shall:

1. Foster students' critical thinking skills
2. Encourage discussion based on rational analysis.
3. Create an atmosphere in which students learn to respect others' opinions and disagree courteously.
4. Present multiple viewpoints about the issue as appropriate.
5. Avoid any attempt to coerce or persuade students to adopt the teacher's point of view.

### **Student or Parent Concerns**

A student or parent with concerns regarding instruction about controversial issues shall be directed to the complaint policy at FNG.

## **CENSORSHIP, SENSITIVITY, AND SENSIBILITY (III-43)**

The KISD teachers in secondary school English language arts and speech/drama academic areas have significant latitude in the selection of instructional materials. Often it is difficult to make a choice due to the plethora of well-written classic literature spanning the centuries and the works of modern-day writers. It is imperative, however, that the KISD teachers be circumspect before presenting or offering optional materials to the students as a part of a literary selection or a theatrical production if they include sexual themes and language that is offensive, or would be considered profane by the general community. The diversity of our student body in customs, culture, and religious affiliation requires a spirit of sensitivity amalgamated with sensibility that should not be mischaracterized as censorship. The vast resources from which our curriculum can be chosen provide an unlimited array of appropriate alternatives when considering an assignment for study, competition, or production.

## **LIVE ANIMALS IN THE SCHOOLS (EMG LOCAL)**

Established District instructional and security programs may necessitate bringing live animals onto campus as an integral part of the curriculum. Outside of these routine instances, animals should not be brought on campus because of the potential for disruption and concern for student safety. Animals may also be brought onto campus under the following criteria:

1. Written approval must be obtained from the building principal.
2. A small aquarium may be kept in the classroom.
3. Guest speakers may use animals which are restrained and are part of their presentation.
4. Presentations may include animals which are caged or on a leash and brought by the teacher.

In all instances, students and educators shall value animals, practice humane treatment of animals, and support the ethical use of animals.

## **MOVIES SHOWN IN CLASSROOMS (III-41)**

Any movies that were initially made for commercial use rather than for primarily educational purposes must be approved in advance of viewing by the school principal or his/her administrative designee. If the movie contains a rating in which parental guidance is required or recommended, it cannot be viewed by the students during the school day or on campus with the following exceptions.

1. High schools may only consider "G," "PG," and "PG 13" films for use. The excerpts used from "PG" and "PG 13" movies must not contain any sexually explicit scenes or profanity.
2. Intermediate schools may only consider "G" and "PG" films for use in school. The excerpts used from "PG" movies must not contain any sexually explicit scenes or profanity.
3. Elementary schools may only consider "G" films for use in school.

If the movie has not been rated, the same standard would apply and that determination must be made by the school principal. Movies or portions thereof of movies rated "R" may not be viewed under any circumstance.

## **DISTRIBUTION OF NONSCHOOL LITERATURE BY STUDENTS (FNAA LOCAL)**

For purposes of this policy, "distribution" means the circulation of more than ten printed copies of material from a source other than the District.

The District's classrooms during the school day are provided for the limited purpose of delivering instruction to students in the courses and subjects in which they are enrolled. Hallways in school buildings are provided for the limited purpose of facilitating the movement of students between classes and allowing access to assigned lockers. Classrooms and hallways shall not be used for the distribution of any materials over which the school does not exercise control.

Each school campus shall designate an area where materials that have been approved for distribution by students in accordance with this policy may be made available or distributed. Campus principals may develop reasonable time, place, and manner restrictions regarding the distribution of materials at designated areas.

### **Prior Review**

All written material over which the school does not exercise control and that is intended for distribution to students shall be submitted to the building principal or designee for prior review according to the following procedures:

1. In order to be considered for distribution, materials shall include the name of the organization or individual sponsoring the distribution.
2. Using the standards below at LIMITATIONS ON CONTENT, the principal or designee shall approve or reject submitted material within two school days of the time the material is received.
3. The student may appeal the principal's decision in accordance with FNG (LOCAL), beginning at Level Two.

Students who fail to follow these procedures may be disciplined in accordance with the FO series and the Student Code of Conduct.

### **Limitations of Content**

Nonschool materials shall not be distributed if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
4. The materials contain defamatory statements about public figures or others.
5. The materials criticize Board members or school officials or advocate violation of school rules and fall within the standard described at LIMITATIONS ON EXPRESSION at FNAAL (LEGAL).
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials include hate literature that scurrilously attacks ethnic, religious, or racial groups, and similar publications aimed at creating hostility and violence if they fall within the standard described at LIMITATIONS ON EXPRESSION at FNAAL (LEGAL).

For distribution of nonschool literature by nonstudents, see GKD.

## **EQUAL EDUCATIONAL OPPORTUNITY (FB LOCAL)**

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

### **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: Darby Young  
Position: Director for Athletics, Physical Education, Health, and Recreation  
Address: 16607 Stuebner-Airline Road, Klein TX 77379  
Telephone: (832) 249-4300

### **ADA/Section 504 Coordinator**

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

Name: Dr. Mary Rosenberg  
Position: Executive Director of Student Support Services  
Address: Klein Teaching & Learning Center, 4411 Louetta Rd. Spring, TX 77388  
Telephone: (832) 249-4400

### **Application**

This policy applies to complaints regarding the identification, evaluation, or educational placement of a student with a disability within the scope of Section 504.

Complaints alleging unlawful disability, sex, or age discrimination under Section 504, Title IX, or the Age Act shall be directed to the appropriate coordinator above and shall be heard through the procedures outlined in the student handbook: "Resolution of Complaints Arising under Certain Federal Anti-discrimination Laws" except that reports regarding retaliation or prohibited harassment, including sexual harassment in violation of Title IX, shall be made according to FFH (LOCAL) regarding students, or DIA (LOCAL) regarding District employees.

### **Complaints**

Parents shall have the right to file a grievance within 30 days of any decision related to the student's identification, evaluation, or placement with the District's ADA/Section 504 coordinator named above. The written complaint must include a clear statement of the concerns, the remedy sought, and the complainant's signature and date. The coordinator shall conduct an investigation of the complaints and provide a written report. The complaint shall be investigated to the extent warranted by the nature of the complaint in an effort to reach a prompt and equitable resolution. The written report shall include a statement of the concerns, a statement of the findings, and the coordinator's conclusions and recommendations. Parents who are dissatisfied with the outcome of the grievance process may initiate a request for an impartial due process hearing as explained below.

### **Records Retention**

Copies of reports alleging discrimination, harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.

### **Section 504 Committee**

The Section 504 coordinator and members of the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

The Section 504 committee shall be composed of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

### **Referrals**

A student may be referred by parents, teachers, counselors, administrators, or any other District employee for evaluation to determine if the student has disabilities and is in need of special instruction or services.

### **Parental Consent**

The Section 504 coordinator shall notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.

### **Notice to Parents**

Parents shall be given written notice of the district's refusal to evaluate a student or to provide specific aids and services the parents have requested.

### **Preplacement Evaluation**

The results of the evaluation shall be considered before any action is taken to place a student with disabilities or make a significant change in placement in an instructional program. The evaluation shall include consideration of adaptive behavior. Adaptive behavior is the effectiveness with which the individual meets the standards of personal independence and social responsibility expected of his or her age and cultural group.

### **Impartial Hearing**

Parents shall be given written notice of their due process right to an impartial hearing if they have a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with disabilities. The request should be filed within ten business days of receipt of written notification of the results of the grievance process. The impartial hearing shall be conducted by a person who is knowledgeable about the issues involved in Section 504 and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney.

### **State-Mandated Assessments**

Modifications in taking the state-mandated assessments may be made for a Section 504 student when the modifications have been determined not to destroy the validity of the test, are necessary for the student to take the test, are consistent with modifications provided the student in the classroom, and are approved by TEA. [See EKB]

## **CHILD ABUSE REPORTING RESPONSIBILITIES (FFG (LEGAL) excerpts)**

### **Duty to Report by Any Person**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law. *Family Code 261.101(a)*

### **Duty to Report by a Professional**

Any professional who has cause to believe that a child has been or may be abused or neglected shall make a report as required by law. The report must be made within 48 hours after the professional first suspects abuse or neglect.

A professional may not delegate to or rely on another person to make the report.

### **Adult Victims of Abuse**

A person or professional shall make a report in the manner required above if the person or professional has cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. *Family Code 261.101(b-1)*

### **Contents of Report**

The report should reflect the reporter's belief that a child has been or may be abused or neglected or has died of abuse or neglect. The person making the report shall identify, if known:

1. The name and address of the child;
2. The name and address of the person responsible for the care, custody, or welfare of the child, and
3. Any other pertinent information concerning the alleged or suspected abuse or neglect.

### **To Whom Reported**

If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to the Texas Department of Family and Protective Services (DFPS), unless the report is made under item 3, below, or the report involves a juvenile justice program or facility. [See JJAEPS, below]

All other reports shall be made to:

1. Any local or state law enforcement agency;
2. The DFPS, including a local office where available;
3. The state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse or neglect occurred; or
4. The agency designated by the court to be responsible for the protection of children.

### **JJAEPS**

Any report of alleged abuse, neglect, or exploitation in a juvenile justice program or facility shall be made to the Texas Juvenile Probation Commission and a local law enforcement agency for investigation. The term "juvenile justice program" includes a juvenile justice alternative education program. *Family Code 261.405(a)(2)(A), (b)*

### **Immunity from Liability**

A person acting in good faith who reports or assists in the investigation of a report of alleged child abuse or neglect or who testifies or otherwise participates in a judicial proceeding arising from a report, petition, or investigation of alleged child abuse or neglect is immune from any civil or criminal liability that might otherwise be incurred or imposed. *Family Code 2761.106*

The District may not suspend or terminate the employment of, or otherwise discriminate against, a professional who makes a good faith report of abuse or neglect. *Family Code 261.110*

### **Confidentiality**

A report of alleged or suspected abuse or neglect and the identity of the person making the report is confidential and not subject to release under Government Code Chapter 552 (Public Information Act). Such information may be disclosed only for purposes consistent with federal or state law or under rules adopted by an investigating agency. *Family Code 261.201*

Unless waived in writing by the person making the report, the identity of an individual making a report under this chapter is confidential and may be disclosed only to a law enforcement officer for the purposes of a criminal investigation of the report, or as ordered by a court under Family Code 261.201.

### **Interference with Investigation**

A person may not interfere with an investigation of a report of child abuse or neglect conducted by the Department of Protective and Regulatory Services. *Family Code 261.303(a)*

## **RELATIONSHIP TO COUNTY AGENCY (IV-23)**

Individuals employed by the Harris County Child Welfare Unit as child protection workers or in a related assignment may be permitted to interview students, teachers, or other school personnel and to review applicable student records if they have on their person an official picture identification badge from that organization or if they have made the specific request in writing on



their official stationery and presented it in advance to the school principal or his administrative designee.

The parent or guardian does not need to be notified or grant permission for the above. However, full disclosure should be made to the parent or guardian if there is an inquiry from the student's home.

### **TEACHER-SUPERVISED PERIOD IN ELEMENTARY SCHOOL (III-22)**

All teachers in grades kindergarten through five must allow the students a minimum daily period of approximately 15 minutes for teacher-supervised free play, relaxation, or rest, depending on the needs of the majority of the students. The 15 minutes is exclusive of travel time, restroom breaks, etc. This time must not be withheld for disciplinary or instructional reasons.

Any additional time each day is at the discretion of the teachers and campus administrators.

### **DETENTION OF PUPILS (FO LOCAL)**

A student may not be detained as a means of punishment during the lunch period or during a physical education period unless the student is assigned to an on-campus detention or suspension program at the secondary school level. Reasonable detention at the close of the school day is permitted. If a student is to be detained at the end of the day, however, the student's parents shall be notified in advance. A student who is transported in a school bus shall not miss the bus as a result of detention without his or her parents being notified and assured that there is a way for the student to get home.

### **MEDICAL TREATMENT (FFAC LOCAL)**

#### **Student Illness**

Procedures shall be established by the administration to ensure that proper attention is given any student who becomes ill during the course of a school day.

#### **Accidents Involving Students**

Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor.

#### **Emergency Treatment Forms**

Each year, students and parents shall complete and sign a form that provides emergency information and authorizes school officials to obtain emergency medical treatment, as provided by law.

#### **Do-Not-Resuscitate Orders**

District personnel other than nurses shall not honor "do-not-resuscitate" orders. If a do-not-resuscitate order is received from a parent, guardian, or other person in lawful control of a student, the associate superintendent for school administration shall be contacted immediately by telephone and informed in writing. The Admission, Review, and Dismissal (ARD) and Section 504 committees shall develop individualized plans for such students.

### **Administering Medication**

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as provided below.

**Exceptions:** Employees authorized by the Superintendent or designee may administer to students:

1. Prescription medication in accordance with legal requirements. [See FFAC (LEGAL)]
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.

### **Psychotropics**

Except as permitted by Education Code 28.016, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

## **THUNDER AND LIGHTNING (I-31.1)**

All outdoor activities must cease with the onset of thunder and/or lightning and all pupils should be directed to a safe location.

## **ADMISSIONS: INTERDISTRICT TRANSFERS (FDA LOCAL)**

### **No Interdistrict Transfers**

A nonresident student shall not be permitted to attend District schools except as provided below.

#### **Exceptions**

The following exceptions shall apply:

1. A resident student who becomes a nonresident during the course of a school year after having been legally enrolled a minimum of 120 school days shall be permitted to continue in attendance for the remainder of the school year and shall pay tuition. Once a student becomes a nonresident, he or she is no longer legally enrolled. Additionally, once the student transfers to the new school district, the student shall not be allowed to reenroll in the District unless the family establishes residence in the District.
2. A high school student who has attended District schools and has completed the first semester of the junior year before moving from the District shall be allowed to continue in attendance until graduation subject to the payment of tuition.
3. A nonresident student whose parent or guardian has purchased a home in the District shall be allowed to attend District schools tuition free if the parent presents a contract indicating that funds have been paid to secure the contract.

4. A nonresident District employee may request that his or her child be admitted into District schools by filing an application with the Superintendent or designee. Transfers shall be granted for one regular school year at a time and shall be subject to tuition.

### **Children of Non-Resident District Employees**

Children of nonresident district employees shall transfer to the school that is in the attendance zone of the facility where the parent is employed. If the parent is involuntarily transferred to a facility in another attendance zone, the parent shall decide whether or not to move the student to the new attendance zone.

### **Factor**

In approving transfers, the Superintendent or designee may consider availability of space and instructional staff and the student's disciplinary history and attendance records.

### **Transfer Agreements**

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.

### **Tuition**

If the District charges tuition, the amount shall be set by the Board within statutory limits.

### **Waivers**

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. (See FP)

### **Nonpayment**

The District may initiate withdrawal of students whose tuition payments are delinquent.

### **Appeals**

Any appeals shall be made in accordance with FNG (LOCAL) and GF (LOCAL), as appropriate.

## **ADMISSIONS: INTRADISTRICT TRANSFERS (FDB LOCAL)**

A student shall be assigned to a school in the attendance area in which he or she resides.

### **Class Changes**

The campus principal shall be authorized to investigate and approve the transfer of a student from one classroom to another on that campus.

### **Transfers Between Schools**

The Superintendent or designee shall be authorized to investigate and approve transfers between schools.

### **Assignment of Children of Employees**

The child of a District employee may transfer to the school that is in the attendance zone of the facility where the parent is employed. If the parent is involuntarily transferred to a facility in another attendance zone, the parent shall decide whether or not to move the student to the new attendance zone. [For children of nonresident District employees, see FDA (LOCAL)]

## **District High Schools**

Each of the District's four high schools shall have defined geographical attendance zones with the following exceptions:

1. High school #5 will open with freshmen and sophomore students only. Students who are sophomores and juniors at the conclusion of the 2016-17 school year will remain at their current high school. If transportation is currently provided, it will continue to the current high school for a period of three years beginning with the 2017-18 school year. Transportation to high school #5 will be determined according to the existing District transportation policies.
2. If the new high school attendance zones result in a family simultaneously having children zoned to two different high schools, a year-by-year transfer will be granted in order for the younger siblings to attend and to be graduates of the high school currently attended by the older sibling. The transfer will renew automatically each school year after the initial application. It can be revoked by written request from the parent or guardian by June 30<sup>th</sup> of each school year. Once revoked, it cannot be reinstated or appealed. If transportation is currently provided, it will continue to the current high school for a period of three years beginning with the 2017-18 school year. Beginning in the fall of 2020, transportation may be provided from a pre-determined, designated stop in a nearby neighborhood.
3. In the 2016-17 school year, if a grade 9 student earns a varsity letter in any athletic program, or has officially qualified for varsity for the following year, and is rezoned to another District high school for the 2017-18 school year, he or she will be granted the option to remain at the current high school through graduation. The option to stay will renew automatically each school year after the initial application. It can be revoked by written request from the parent or guardian by June 30<sup>th</sup> of each school year. Once revoked, it cannot be reinstated or appealed. If transportation is currently provided, it will continue to the current high school for a period of three years beginning with the 2017-18 school year.
4. In the 2016-17 school year, if a grade 9 student is rezoned to another District high school for the 2017-18 school year, he or she will be granted the option to remain at the current high school through graduation if the student :
  - (a) Lettered in music or another UIL nonathletic event;
  - (b) Was a member in good standing of the drill team for the entire school year and qualified for varsity for the following year; or
  - (c) Lettered or was named an officer for his or her sophomore year of an officially recognized Klein ISD club or organization meeting District guidelines.

All transfer students are subject to existing UIL eligibility requirements.

**Note:** For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB (Legal). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

## **VISITORS TO THE SCHOOLS (GKC LOCAL)**

Prominent notices shall be posted at each campus that all visitors must first report to the campus administrative office. This shall apply to parents, Board members, volunteers, social service workers, invited speakers, maintenance and repair persons not employed by the District, salespersons, representatives of the news media, former students, and any other visitors. All news media and photographers shall report to the principal's office and be accompanied by the principal or designee while on the campus.

Visitors on a campus must have a specific purpose and the principal reserves the right to deny any person access to any classroom, office, or permission to be on the campus. The administrator in charge of each District facility at any location shall make the determination. [See also GKA (LOCAL)]

Visits to individual classrooms during instructional time shall be permitted only with the principal's and teacher's approval, and such visits shall not be permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal school environment.

### **Procedures**

The following steps should be followed at all campuses using a procedure approved by the principal:

1. All visitors at a school campus shall sign in at the principal's office indicating the teacher or area of the building to be visited and the student involved.
2. Office staff shall verify, by picture identification, the identity of each visitor not known to them personally. In addition, the principal shall develop a system to screen the visitor against a sex offender database to determine whether he or she is listed as a registered sex offender.
3. Office staff shall check the student's AGR card to ensure that contact with the student is permitted.
4. The visitor shall receive a badge that indicates the visitor's name and the location in the building to be visited; the badge shall be worn in a visible location.

No individuals or representatives of groups or organizations shall be authorized to visit with students during the school day unless those persons are standing in parental relationship to the student(s), unless a District staff member has invited the individual or group representative to the campus and the activity is a part of the District's official business.

District employees shall wear a name tag identifying them as District employees when visiting a school campus.

### **Registered Sex Offenders on District Premises**

The Superintendent, working with campus administrators, shall develop and implement procedures regarding campus visitors who are identified as sex offenders. These procedures shall address:

1. Parental rights;
2. Escort by District personnel;
3. Access to common areas of the campus;

4. Access to classrooms;
5. Drop off and release of students;
6. Eligibility to serve as volunteers; and
7. Any other relevant issues.

## **ADVERTISING AND FUND-RAISING IN THE SCHOOLS (GKB LOCAL)**

### **Promotional Activities**

School facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee. Nonschool-related organizations may use school facilities only in accordance with GKD.

### **Advertising**

For purposes of this policy, "advertisement" shall mean any communication brought to the attention of the public by paid announcement or in return for public recognition in connection with an event or offer or sale of a product or service. The District may solicit or entertain proposals for advertisements from community businesses to appear in District publications and/or on District property. The District retains final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment and this policy. The inclusion of advertisements in District publications or on District property shall not constitute approval or endorsement of any issue, product, organization, activity, or position referenced in the advertisement. [See FMA regarding school-sponsored publications]

By allowing advertising, the District does not intend to open a forum for indiscriminate use or expressive activity by the general public. Instead, the District intends to create a limited opportunity for true commercial advertisement by community entities, as well as an opportunity to raise funds for use by the District. By accepting any advertisement, the District does not intend to, and specifically disavows intent to, endorse the entity submitting the advertisement, the entity's products, or any viewpoints associated with that entity. To avoid any appearance of endorsement, any advertisements on District property shall be for a limited amount of time, not to exceed three years in most circumstances. The Superintendent or designee may waive this requirement under unique circumstances.

The District retains the ability to discontinue advertising in any specific forum at any time.

### **Commercial Advertising**

Commercial advertising shall be accepted solely for the purpose of covering the cost of providing materials, equipment, services, or other support services that are consistent with the mission of the District in meeting its needs or to otherwise raise additional funds for use by the District and not for the purpose of establishing a forum of communication.

Such advertising acceptance shall be subject to approval of the Superintendent or designee. The District shall retain final authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall also retain the authority to determine the appropriate size and location of any signage or advertising. Advertising shall be permitted only in locations accessible to the general public, unless otherwise approved by the Superintendent or designee.

The District may offer opportunities to commercial business to advertise on District property, in District publications, or on the District's Web site. All advertising opportunities and affiliated market value prices shall be published on the District's Web site and reviewed annually. The

District shall implement a regulation to demonstrate advertising procedures and shall report the collection of fees to the Board annually.

### **Approval Procedures**

The District shall maintain authority for approving advertising in accordance with the following:

1. The design, layout, configuration, and content of all advertisements shall be subject to the District's prior written approval.
2. The District shall notify any entity in writing within 15 days after submission if any proposed advertisement is unacceptable to the District.
3. The entity shall have ten days following receipt of the District's notice within which to submit an acceptable advertisement to the District, unless a greater period of time is agreed upon in writing between the District and the entity.
4. If the entity fails to submit an acceptable advertisement within the foregoing time limitations, the District shall not be liable for the refusal or failure to display the proposed advertisement.

### **Standards of Approval**

All advertisements shall be reasonably consistent with the theme of the forum and the District.

The District shall reserve the right to disapprove any advertisements if the District determines in good faith that the proposed advertisement:

1. Is of substandard technical quality;
2. Does not conform to any specifications set forth by the District;
3. Does not comply with applicable government standards or regulations or with the District's rules, regulations, or policies; or
4. Is in bad taste or otherwise reasonably objectionable.

Without limiting the generality of the foregoing, the following types of statements and practices shall not be used in any advertisements displayed on district property or in any District publications:

1. False or unwarranted claims;
2. Infringements of any other person's rights through plagiarism; an unfair imitation of another person's program, idea, or copy; or any other unfair competition;
3. Disparagement of a competitor or of a competitor's products or services;
4. Advertisements of lotteries, "drawing contents," or any other contests that do not conform to applicable legal requirements or in which the public is unfairly treated;
5. Slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matter, either in theme or in treatment;
6. Ambiguous statements that may be misleading to the audience;

7. Advertisements of price, unless first approved in writing by the District;
8. Advertisements promoting an organization, entity, or individual providing competing services against the District;
9. Testimonials that cannot be authenticated;
10. Advertisements that describe any internal bodily functions or symptomatic results of internal disturbances or that refer to matters that are not considered acceptable topics in social groups;
11. Advertisements that describe external body enhancements or pharmaceutical products that would not be deemed appropriate for youth;
12. Announcements of programs that are prejudicial to the public interest, to the interest of the District, or to legitimate advertising or reputable business in general;
13. Defamatory statements about the District or any other public or political figure or entity;
14. Promotions containing alcohol or tobacco products;
15. Advertisements that are not consistent with the mission of the school health advisory committee;
16. Subjects that would be disruptive to or inconsistent with the education purpose of the District;
17. Political advertisements; or
18. Advertisements that would prevent the District from maintaining a position of neutrality on political and religious issues or that would create an appearance of favoritism on said issues.

As noted above, the District provides advertisement opportunities to commercial entities for the sole purpose of raising funds for the District and not to open a forum for indiscriminate use or expressive activity by the general public. Accordingly, the District also retains the right to reject proposed advertisements if, in good faith, the District deems it necessary to avoid disruption, controversy, and expensive litigation that might arise from community members seeking to remove the advertisement. Participation in the District's commercial advertising program in no way guarantees or influences the client's selection as a District vendor through the District's formal procurement process for products and services.

### **Endorsements**

The District shall not officially endorse any commercial product, service, or facility. The photographing of school facilities shall be permitted if in the judgment of the principal it does not disrupt the educational process. Any brochures or sales promotions using pictures of school facilities shall not directly or indirectly suggest an endorsement by the District.

### **Fund-Raising**

A limited number of fund-raising activities conducted by classes, organizations, and affiliated parent groups are permitted on each campus, as authorized by the principal.



Parent/teacher committees or faculty/student committees shall work in full cooperation with the principal in conducting any activity that involves the raising of money.

The following requirements shall be followed by all groups and organizations:

1. Prior approval of the principal is required for all campus fund-raising activities.
2. All requests shall be submitted on the form provided to the principal for approval in the spring semester of the preceding school year and no later than October 15 of the current school year.
3. There shall be a limit of three activities per school year for each official club, organization, or affiliated parent group, and three activities per year for activity funds (school pictures, paper drives, book fairs, and the like).
4. All projects that are routinely spread throughout the school year count as one activity; i.e., the sale of advertisements for either football programs or the yearbook, paper drives, the sale of either wearing apparel or school supplies, and the like.
5. A class membership fee or assessment in grades 9-12 or the sale of food at a contest hosted by the school shall not be considered a money-raising activity.
6. All student groups shall deposit proceeds in the school's activity account.
7. Commingling of organization and school activity funds shall not be permitted. All parent organization accounts are subject to audit by the District.
8. Students in kindergarten through grade 5 shall not participate in any door-to-door sales projects.
9. Programs of educational value shall be given preference by the principal over activities primarily for the raising of funds.
10. Students cannot be charged for paid entertainment programs during school hours.

Coercion should not be exercised in fund-raising activities. Students and teachers shall not be required to raise any particular minimum of money, to sell any minimum number of tickets, or the like. Under no circumstances should pressure be brought to bear on pupils through competition or by special recognition for sales.

Incentives by companies may be used at the principal's discretion to reward students for achievement that meets the District's goals.

### **PRIZES AND SALES INCENTIVES (I-27)**

Prizes and other related incentives accepted by employees from fund-raising-type activities based on sales volume or any other procedure become the property of the school district and must be used exclusively at that school. This also includes activities such as book orders where the organization is paid directly by the parent or guardian. Acceptance of such prizes should not be in violation of Board of Trustees' Policy DBD (LOCAL), Code of Ethics/Standards of Conduct.

## **SCHOOL/BUSINESS/COMMUNITY PARTNERSHIPS (GKE LOCAL)**

The District seeks to develop partnerships with community organizations that offer assistance to the District in achieving its goals and educational mission. The District has established the Klein Independent School District School/Business/Community Partnership Program. Participants in the Partnership Program may make specific grants, such as coupons, gift certificates, or other things of value to campus principals for the purposes of promoting student achievement. This Program shall be administered according to administrative directives adopted by the Superintendent.

## **GIFTS AND SOLICITATIONS (FJ LOCAL)**

### **Solicitations**

Money shall not be solicited or collected from students to finance a class party or to provide gifts for employees or other persons who perform services for the District.

In secondary schools, students may voluntarily contribute to a gift for a class or organization sponsor or member of the coaching staff; however, the total cost of the gift shall not exceed the dollar value of the student award allowance under University Interscholastic League (UIL) rules.

Students and school organizations may contribute to flower fund donations or memorial remembrances.

Each principal shall:

1. Determine whether or not to allow any fund-raising on his or her campus.
2. Each principal shall oversee all aspects of fund raising activities held on the campus, including any programs for which an admission fee is charged.
3. Each principal shall give preference to fund-raising activities that are of educational value over those that are primarily for raising funds.

### **School-Sponsored Fund-Raising**

Fund-raising activities by student groups and/or for school-sponsored projects shall be allowed, with prior administration approval and under the supervision of the project sponsor. Students in kindergarten through grade 5 shall not participate in any door-to-door sales projects.

All fund-raising projects shall be subject to the approval of the principal. The principal shall give preference to fund-raising activities that have educational value rather than those whose primary purpose is raising funds. Parent/teacher committees or faculty/student committees shall work cooperatively with the principal in conducting any activity that involves raising money.

Incentives from companies may be used at the principal's discretion to reward students for achievement that meets the goals of the District.

Entertainment programs for which students must pay an admission fee shall not be held during regular instructional hours.

All requests for fund-raising activities shall be submitted to the principal during the spring semester of the school year preceding the planned activity. Requests shall be submitted by the organization director or sponsor on a form provided by the principal.

Each official club or organization is limited to three (3) activities per school year. Additionally, each campus may also sponsor three activities per school year as a source of activity fund revenue; such activities may include individual and class pictures, school supplies, paper drives, book fairs, and the like.

Student participation in approved fund-raising activities shall not interfere with the regular instructional program. [See EC] Funds raised shall be received, deposited, and disbursed in accordance with CFD (LOCAL)].

### **Activities Calendar**

Campus principals in conjunction with the central office shall create and maintain a comprehensive calendar of events in order to minimize the impact of student fund-raisers on the community.

### **Procedures**

The following shall apply:

1. All requests shall be submitted on the form provided to the principal for his or her approval in the spring semester of the school year preceding the activity and no later than October 15 of the current school year. Advance approval of the school principal is required for all campus fund-raising activities.
2. Student organizations are limited to three (3) activities per school year for each official club or organization; prior written approval shall be granted by the principal.
3. Ensure that projects that are spread throughout the school year are counted as one activity; i.e., the sale of advertisements for either football programs or the yearbook, paper drives, the sale of wearing apparel or school supplies, and the like.
4. A class membership fee or assessment in grades 9-12 or the sales of food at a contest hosted by the school are not considered fund-raising activities.
5. Student groups shall deposit proceeds in the school's activity account on a daily basis.
6. Commingling of organization and school activity funds shall not be permitted. All student organization accounts are subject to annual audit by the District. [See CFD]
7. Students cannot be charged for any programs during the school day.
8. Participation in fund-raising activities shall be voluntary and students shall not be coerced into participating in such activities.

### **Outside Organizations**

Community-sponsored charitable or fund-raising activities that involve students shall not be permitted on District premises during the school day or endorsed by the District at other locations. Participation by school organizations after school hours or on non-school days as an official extracurricular activity shall not be permitted.

To the extent permitted by a parent or guardian, individual students may participate in such activities outside of school hours.

The Executive Directors of School Administration shall determine the informational materials from community organizations that may be distributed to students. [See GKDA (LOCAL)]

## **STUDENT FEES, FINES, AND CHARGES (FP LOCAL)**

### **Purchase of Special Books or Materials**

Teachers shall have prior authorization before requiring students to purchase special books, materials, or other teaching aids. Written requests should be directed to the principal for consideration by the instructional office.

### **Methods Concerning Payment of Pupil Fees**

If a fee is collected by the individual teacher, a receipt for the fee shall be issued to the student, and the fee and a copy of the receipt shall be deposited with the secretary in the principal's office.

### **Waiver of Fees**

Upon receipt by the District of reliable proof that a student and his or her parent or guardian are unable to pay a fee or deposit required by the school, such fee or deposit shall be waived. Such student and his or her parent or guardian must present evidence of their inability to pay to the appropriate principal who shall determine eligibility for a fee waiver.

## **STUDENT PURCHASES (I-51)**

Teachers or other school personnel must not require students to buy any particular brand of school supply or materials if a comparable item is available by another manufacturer. School personnel are not permitted to direct students to any one store or vendor for school supplies and materials if other sources are able to supply the product.

## **SEASONAL CELEBRATIONS/PERFORMANCES (I-39.1)**

Our seasonal programs are not intended to be religiously oriented or to be a religious celebration. Individual selections are chosen for the musical and entertainment value. In the Klein schools religious neutrality is our posture; we are not attempting to advance or promote any religion or to indoctrinate any students.

Halloween is not "celebrated" in the KISD but it is recognized as a seasonal event. The use of ghosts, goblins, jack-o-lanterns, scarecrows, and other similar objects and expressions such as "trick-or-treat" normally associated with October 31 in both school and classroom activities is designed by some teachers to provide the students with high-interest activities. If a parent chooses to have his/her child refrain from any activity that is connected with Halloween, a note to the teacher would be honored and other appropriate activities will be substituted.

Each school principal is responsible for carefully reviewing all seasonal programs with the appropriate staff persons prior to the final presentation to assure that the objectives above have been accomplished.

## **SEASONAL DECORATIONS (I-39)**

The following guidelines have been adapted from fire prevention publications:

### **Decorations**

1. Only flame-retardant and noncombustible decorations may be used.
2. Do not use untreated plastic or cotton, untreated art work made by students, or similar materials.
3. These are seasonal decorations and should be removed in a timely manner.

### **Lighting**

1. The use of candles or any type of open flame is prohibited.
2. U.L. approved lights may only be used on office trees. Classroom trees may not include lights.
3. All extension cords, lighting systems, spotlights, etc., must be U.L. approved.
4. A single employee should be designated as responsible for unplugging the lights or system each day.
5. Outdoor lighting may not be used.

### **Trees**

1. Natural trees may not be used.
2. Artificial trees must have a label indicating they are flame-retardant.
3. Metallic trees may be used provided they do not have a built-in electrical system. Lights may not be placed on metallic trees.
4. Large trees should be supported with guy wires.
5. Trees must be placed away from any source of heat and in locations that do not block exits.



***APPENDIX***  
***SAFETY PROCEDURES***

# FOREWORD

*Safety is of primary importance in our operations. Each of us has the responsibility to make the safety of the students, our coworkers, and ourselves a basic concern. This objective is fundamental to our well-being, as well as to the efficient operation of our school district. This manual is intended to assist you in performing your work safely. Every safety rule or practice in this manual has evolved from experience and knowledge gained over many years from a variety of sources in how to prevent accidents and injuries.*

*Safety rules alone cannot prevent accidents. The indispensable ingredients of a safe working environment are management commitment, a knowledgeable supervisory staff, an involved safety leader, and a conscientious work force, where each individual is dedicated to the principle that accident prevention is an essential part of the planning and efficient execution of every job.*

*The Klein Independent School District Administration recognizes its responsibility to provide healthful and safe working conditions, safe working rules based upon experience and safety knowledge, and competent work direction.*

*Every employee has the responsibility to prevent accidents and injuries by observing established working rules, by following the directions of supervisors, by practicing the principles taught in safety training, and by providing ideas on how our safety efforts might be further strengthened.*

*The Klein Independent School District and its employees have the responsibility to comply with all federal, state, and local regulations related to safety and health programs. An effective safety program extends beyond normal working hours and, accordingly, safety in employees' and their families' off-the-job activities are encouraged.*



# CONTENTS

Part	Page
<b>A. General Safety Rules</b>	
Introduction .....	A-1
General Principles .....	A-1
Slips, Trips, and Falls .....	A-2
Stairs and Walkways .....	A-3
Supervisory Responsibilities.....	A-4
<b>B. First Aid</b>	
Introduction .....	B-1
General .....	B-1
Severe Bleeding.....	B-2
Amputation.....	B-2
No Breathing/Signs of Life.....	B-2
Heart Attack .....	B-4
Choking.....	B-4
Inhalation of Toxic Gas or Smoke.....	B-5
Electric Shock .....	B-5
Burns .....	B-6
Shock .....	B-7
Heat Exhaustion.....	B-7
Heat Stroke .....	B-8
Hypothermia.....	B-8
Swallowed Poisons .....	B-8
Insect Sting .....	B-9
Spider Bites.....	B-9
<b>C. Severe Weather (Tornado/Thunderstorm) Procedures</b>	
Severe Weather (Tornado/Thunderstorm) Procedures.....	C-1
<b>D. Evacuation Plan/Procedures</b>	
Evacuation Procedures for 2015-2016 .....	D-1
<b>E. Intruder/Active Shooter Situations</b>	
Intruder/Active Shooter Situations .....	E-1
<b>F. 2016-2017 KISD Calendar .....</b>	Inside Back Cover



## A. GENERAL SAFETY RULES

### INTRODUCTION

Always keep in mind that your primary responsibility as an employee is to perform your duties in a safe manner in order to prevent injury to yourself or to your coworkers. You should become familiar with the contents of this manual and must learn the approved safe practices applicable to your work, and observe them at all times. Before undertaking special operations, you should review the appropriate section of this manual in detail.

Each employee should maintain an active interest in the safety program. Each work group is expected to actively participate in the safety program. Daily five-minute safety meetings and periodic one-hour safety meetings at the work location are encouraged. Give your undivided attention to on-the-job safety discussions which your supervisor may use to prepare you for new or hazardous work. Ask for an explanation of points which you do not thoroughly understand.

Failure to observe applicable safety rules could result in serious injury to you or a fellow employee. For this reason, unsafe work practices may result in discipline up to and including termination.

### GENERAL PRINCIPLES

1. Adequate rest, exercise, and proper diet will enhance your health and level of awareness, which is helpful in avoiding accidental injury.
2. Be alert to hazardous conditions. Whenever possible, correct or eliminate the hazardous condition yourself. Report to your supervisor all such hazards and the measures you have taken to correct them. Each work group should use a system for reporting and documenting hazards. Documentation should describe the hazard and give its location. Responsibility for remedial action should be assigned. If a hazard cannot be corrected immediately, clearly mark it until it can be corrected. Personnel coming on duty must be informed of any changes or conditions that might present a hazard.

Look out for the other person whose action might cause accidents.

3. You *must* report promptly to your supervisor any injury you sustain while at work. You *must* report all accidents, major or minor, as soon as possible to your supervisor.

You are encouraged to report accident details that did not result in personal injury or property damage but could do so if it should again occur.

4. *Never* attempt to perform work or drive a vehicle when you are impaired by alcohol or drugs. Also, employees must be aware of applicable KISD policy.

The unauthorized introduction, possession, or use of intoxicating beverages, illegal drugs, drug-related paraphernalia, narcotics, firearms, explosives, weapons, or other Hazardous substances is strictly prohibited on KISD property.

You must inform your supervisor if you are on prescribed medication that could affect your ability to perform your work. Any medical information that may be useful during a medical emergency should also be reported to your supervisor.

5. When working alone, notify another person of your work location, and always try to anticipate any hazards that you might encounter. You should not attempt to do a job alone when safe working practices and common sense tell you assistance is needed. Use the "buddy system" whenever possible.
6. *Never* attempt to lift or move a heavy object that is beyond your capability to do so in a safe manner.
7. Use the prescribed protective equipment for the work you are doing.
8. *Never* defeat the function of a safety device unless approved by your supervisor for a unique operating circumstance or maintenance procedure. Report all safety device malfunctions to your supervisor as soon as possible and flag the device immediately to warn relief and other personnel of the hazard. Safety devices should be periodically tested for proper operation.

Before returning equipment to service, ensure that all associated safety devices are operational.

9. Preoccupation with matters other than the work at hand causes accidents. When performing a job, concentrate on the immediate assignment. Do not be distracted by your emotions or by outside influences.
10. *Do not* use makeshifts of any kind that could conceivably compromise safety. In rare instances when a makeshift is necessary as a temporary measure, **obtain the approval of your supervisor to use it**, then replace or correct it with the appropriate equipment or procedure as soon as possible. While using the makeshift, mark it so that others will be aware of it. As an extra precaution, notify relief and other personnel that it exists.
11. Be careful, when moving about the work area, to avoid slipping, tripping, or falling. Be especially careful when weather or other conditions create or aggravate hazardous situations.
12. *Never* engage in scuffling, practical joking, or horseplay on the job.
13. Individuals responsible for selecting meeting locations *must* ensure that the facilities meet expected safety standards. The person in charge should explain the evacuation plan and point out the emergency exits before the meeting begins.
14. When on a business trip, you should become familiar with all emergency procedures and escape routes at the work location and at the hotel or motel.

### **SLIPS, TRIPS, AND FALLS**

Slips, trips, and falls are a major contributor to injuries and lost time accidents. Be careful and observe the following rules:

15. The following situations should be avoided whenever possible to help prevent slipping:
  - a. Wet floors/decks

- b. Oily floors/decks
  - c. Highly waxed and polished floors
  - d. Throw rugs at the foot or top of a stairway.
16. Remove any spilled liquid from the floor immediately.
  17. Keep items such as paper clips, thumbtacks, and rubber bands off the floor.
  18. Good traction helps prevent slipping. The soles of some shoes may increase the chance of slipping; therefore, wear shoes that provide good traction.
  19. When exerting extreme force on wrenches, make sure that your footing is stable in case the wrench slips or releases quickly.
  20. Good housekeeping helps prevent tripping.
  21. In addition to tools used in day-to-day operation, many items can cause tripping. Be alert for tripping hazards such as garden hoses, shovels, “yo-yo’s,” rakes, concrete bumpers in parking lots, broken sidewalks, shallow holes in streets and crosswalks, extension cords, loose shoe laces, pants that are too long, etc. Take action to eliminate tripping hazards where possible.
  22. *Never run* unless the situation is life-threatening.
  23. Every opening in a deck, a floor, or the ground, and pits which a person could accidentally step into should be well marked. The openings should be constantly attended, protected by barricades or standard railings, or roped off before any grating or boards are removed or before any holes are opened.
  24. Safety climbs that are installed on ladders attached to vessels or other equipment must be used. Safety climbs have safety belt attachments that allow personnel to climb without detaching their safety belts after each step. An employee who chooses not to use these devices or circumvents their use will be terminated.

## **STAIRS AND WALKWAYS**

25. When carrying material, *always* keep one hand free to use the handrails as you go up and down stairways.
26. Stairs to attic areas in buildings *must* be equipped with adequate railings. All stairways should be well illuminated.
27. All steps, walkways, and stairs *must* be kept free of obstructions and slippery materials such as oil and grease.
28. When walkways and steps are provided, they must be used. Do not take shortcuts.
29. Equipment and material *must* not be left on walkways.
30. Standard handrails *must* be provided for four or more steps.

31. Use handrails when walking up/down stairways or steps.
32. Wooden walkways and handrails should be inspected frequently to determine their strength and integrity.
33. Secure hoses and electrical cords to the floor or ground whenever they are laid across walkways.
34. During winter, be careful of icy walkways. Keep hands free and out of the pockets while traversing them.

### **SUPERVISORY RESPONSIBILITIES**

Supervisors or other district representatives in charge are responsible for understanding the conditions of the job. They must ensure that district employees obey the safety rules.

35. Supervisors should inform all employees under their supervision that accidents of any nature are to be reported to their supervisor as soon as possible on the same date of the occurrence. Supervisors in turn will ensure that appropriate communications have been properly handled. Administration must be notified immediately in the event of a fatality, serious accident, lost worktime injury, or a potential lost worktime injury.
36. Supervisors are to maintain a safe working environment by advising as to, monitoring, and enforcing the KISD's safety rules and procedures.

## **B. FIRST AID – GENERAL**

### **INTRODUCTION**

First aid defined as "emergency care provided to injured or suddenly ill individuals before emergency medical services can arrive or be reached." The American Heart Association states that effective first aid providers:

- Recognize that an emergency exists
- Make sure the scene is safe for both the rescuer and the ill/injured person
- Call EMS (911)
- Take Universal Precautions
- Provide care until more advanced care arrives
- Provide for the privacy of the ill/injured person

The following conditions require that basic life support procedures be used immediately:

- Severe bleeding - If a large blood vessel is severed, enough blood can be lost in one or two minutes to cause death.
- Choking/no breathing/circulation - Death or brain damage can occur in four to six minutes if breathing or circulation is not restored.
- Poisoning - Every second counts in preventing further injury.

### **GENERAL**

The primary objective in first aid is to sustain life by utilizing basic life support techniques to:

- Maintain an airway
- Maintain breathing
- Maintain circulation
- Control bleeding
- Treat for shock
- Get medical care for the victim.

The first aid provider must avoid panic, offer reassurance, inspire confidence, and do no more than necessary until medical help arrives.

If there is no dispensary, clinic, or hospital in the near proximity of the worksite to treat employees, one or more employees must be adequately trained to render first aid. KISD employees should never hesitate going to a school nurse for any emergency need.

Individuals who are hypersensitive to insect stings, certain foods, or other allergens should carry their own personal physician-prescribed anaphylaxis kit at all times.

Always make sure that the area is safe for the rescuer to enter.

## SEVERE BLEEDING

Severe bleeding results from wounds to large vessels. Bleeding must be controlled quickly. Don't waste time - apply direct pressure over the wound. The following procedure should be used in the event of severe bleeding:

- Make sure the scene is safe for the first aid provider.
- Call EMS (911)
- Get the AED
- If available, non-latex gloves should be used whenever there is a chance of skin contact with the victim's blood. If the victim is able, have him/her place a clean pad, handkerchief, or cloth over the wound and press firmly. If the victim is unable to do this, the rescuer should use any available clean barrier (paper towels, cloths, clothing, plastic wrap) between the rescuer's hand and the bleeding injury.
- Apply pressure directly over the wound.
- Hold the pad firmly in place with a bandage, necktie, cloth strip, etc. Never remove a dressing from a wound.
- If bleeding continues, add more bandages and keep applying pressure.
- Keep the victim lying on their back.
- Keep the victim warm by covering them with blankets or coats, and put something under the victim when found lying on a cold or damp surface.
- Do not give water, even if the victim complains of thirst.
- Provide CPR if victim becomes unresponsive.
- Always wash hands thoroughly after giving first aid involving blood or other body fluids.

## AMPUTATION

Amputation is painful and extremely frightening. Saving the victim's life is the first priority. Once the victim is stabilized, or if a second first aid provider is available, action can be taken to protect the amputated body part. The following procedure should be used in the event of amputation.

- Make sure the scene is safe for the first aid provider.
- Call EMS (911).
- Get the AED.
- Use Personal Protective Equipment – may include non-latex gloves, goggles, face shield.
- Check airway, breathing, and signs of life. If no signs of life, begin rescue breathing and CPR.
- Control bleeding by applying direct pressure to the wound.
- Take steps to prevent shock. Lay victim flat.

Save, and keep with the victim, any severed body parts.

- Rinse the amputated part with clean water and cover with a clean bandage
- Place the body part in a clean, watertight plastic bag labeled with the person's name, the date and the time.
- Place the bag in a container with ice (*not directly on the ice*) or ice water.
- Make sure the body part gets to the hospital with the victim.



- Stay with victim until medical help arrives.

## **NO BREATHING/SIGNS OF LIFE**

A person whose breathing and circulation have stopped will die or suffer brain damage if these functions are not restored in four to six minutes. The initial evaluation of a victim should follow the procedures developed by the American Heart Association for basic life support.

- Make sure the scene is safe.
- Call EMS (911).
- Send for an automated external defibrillator (AED) available to trained personnel at all Klein ISD campuses and office/department buildings.
- Use Personal Protective Equipment – may include non-latex gloves, breathing barrier.
- Look for signs of life by tapping the victim and shouting.
- If no signs of life, tilt the head back to open the airway by placing one hand on the forehead and one finger on the jawbone.
- Check for normal breathing for 10 seconds, watching for any chest movement.
- Check the victim for other signs of life such as movement of fingers, eyelids, extremities, etc.

If breathing has ceased and no signs of life are present, begin CPR. To be performed effectively, CPR must be learned in a certified course. Although the procedures will be briefly discussed in this section, the discussion is not intended to replace an official course.

The following CPR procedures should be performed by a single rescuer after evaluation indicates that breathing and signs of life are absent.

- Deliver two slow breaths using mouth-to-mouth or mouth-to-nose breathing. When you see the chest rise you will know that air has entered the victim's lungs.
- Place the heel of one hand over the lower half of the sternum (breastbone) and place the other hand on top of the first hand.
  - ✓ Keep the arms straight and deliver a quick, downward, thrust to compress the victim's chest at least 2 inches. This procedure compresses the heart between the sternum (breastbone) and the backbone, forcing it to circulate blood.
  - ✓ Deliver chest compressions at the rate of 100-120 times per minute.
  - ✓ Let chest come back to its normal position after each compression.
- After 30 compressions, immediately tilt the victim's head back and deliver two slow breaths mouth-to-mouth.
- Repeat the cycle of delivering 30 compressions and two slow breaths until medical help arrives.
- When the automated external defibrillator (AED) arrives, trained personnel should place the AED pads on the chest of the victim, turn on the AED, and follow the directions given by the AED.

- If breathing and signs of life return, keep close watch over the victim in case these processes stop again.
- If signs of life and breathing return, turn victim on side and monitor until medical help arrives.

Never practice CPR procedures on real people. These maneuvers can injure a person if improperly executed. These procedures are learned in a formal CPR course in which life-size mannequins are used for practice.

The following conditions can cause breathing and/or circulation to stop: asthma, electric shock, inhalation of gas or smoke, lack of oxygen, heart attack, drowning, or a hard blow to the chest. For victims of any of these conditions, do an evaluation for signs of life and CPR.

## **HEART ATTACK**

Symptoms of a heart attack can include:

- Ache in the chest, heartburn, indigestion
- Discomfort in the back, jaw, neck or shoulder
- Shortness of breath
- Nausea or vomiting
- Sweating

For heart attack victims, use the following procedure:

- Make sure the scene is safe.
- Call EMS (911).
- Keep the person calm and stay with them until EMS arrives.
- Send for the first aid kit, the automated external defibrillator (AED) and trained personnel.
- Loosen the clothing and help the victim get into a comfortable position (usually halfway between lying and sitting.) *Do not* carry or lift the victim more than necessary.
- *Do not* give the victim any liquids without a doctor's advice.
- Begin CPR if breathing and signs of life have ceased. Continue CPR until the vital signs have been restored.
- One uncoated adult aspirin or two uncoated baby aspirin may be given to a heart attack victim. Only give aspirin if the victim is sure he/she is not allergic to aspirin, does not have a gastrointestinal ulcer, and is not taking blood thinning medication. The aspirin should be chewed.

## **CHOKING**

Airways blocked by food or other objects are a serious emergency. The goal is to remove the blockage.

If you suspect choking, ask “Are you Choking?” Do not interfere with a choking victim who can speak, cough or breathe. However, if the choking continues without lessening, call for medical help.

If the victim cannot speak, cough, or breathe, take the following action until medical help arrives.

#### For a Conscious Victim:

- Stand behind the victim, who can be standing or sitting.  
Wrap your arms around the person’s waist so your hands are in front.
- Make a fist with one hand.
- Place the thumb of your fist slightly above the belly button and well below the breastbone.
- Grasp the fist with your other hand.
- Give quick upward thrusts into the abdomen until the object is forced out; the person can breathe, cough or speak; or until they become unconscious.

#### For an Unconscious Victim:

- Place the victim on the ground and deliver rescue breathing. If the victim does not start breathing and if it appears that your air is not going into the victim's lungs begin CPR.
- With the victim face up, place heel of hand over lower half of sternum (as in CPR). Place other hand on top of first hand. Deliver 30 compressions compressing adult’s chest 2 inches, then:
- Clear the airway.
  - ✓ Hold the victim's mouth open with one hand, using your thumb to depress the tongue.
  - ✓ Only if a foreign object is seen should you make a hook with the middle finger of your other hand, and, in a gentle sweeping motion, reach into the victim's throat to remove the object from the air passage. Give 2 breaths. If airway remains blocked, repeat (2) and (3).

Any person who received abdominal thrusts for choking should see a healthcare provider as soon as possible.

## **INHALATION OF TOXIC GAS OR SMOKE**

Inhalation of toxic gases or smoke can cause severe life-threatening illness.

- Make sure the scene is safe.
- Call EMS (911) – if possible, report the name of the toxic gas or the item that is burning.
- Use Personal Protective Equipment – may include respirator, non-latex gloves, goggles.
- Do not enter the contaminated area without respiratory protection.
- Never try to rescue a person by holding your breath and entering the contaminated area.
- Do not try to rescue someone by yourself.
- It is dangerous to enter a contaminated area alone or without standby help.
- Once the scene is safe, remove the victim from the contaminated area.

As soon as you have the victim in a safe area, perform the following procedure:

- Perform an evaluation for breathing and other signs of life. If neither is present, begin CPR.
- If breathing and signs of life are present, keep the victim lying down until medical help arrives.
- Always seek medical attention after inhalation of toxic gas or smoke.

## **ELECTRIC SHOCK**

Electricity can cause burns both outside and inside the body. While the electrical burns on the outside of the body may not appear severe, keep in mind that electric shock can damage internal organs. The shock may cause breathing to stop or cause a deadly heart rhythm. For a victim of electric shock, perform the following procedure:

- Make sure the scene is safe.
- Call EMS (911)
- Throw the switch to turn off the electrical current or use a **dry** wooden board or stick to remove the electric contact from the victim.
- Begin CPR if breathing and if there are no signs of life.
- If breathing and signs of life are present, remain with the victim until medical help arrives. It is important that an individual who has suffered an electric shock be evaluated by a physician, as electric shock can severely injure many parts of the body.
- Always seek medical attention after an electrical shock.
- 

## **BURNS**

Burns can result from extreme temperatures (thermal burn) or from chemicals (chemical burn). Burns are very painful and can be complicated by shock, contamination of the burn wound, and dehydration.

### **Extensive Superficial Thermal Burn**

For extensive thermal burns, use the following procedure:

- Make sure the scene is safe.
- Call EMS (911)
- Use Personal Protective Equipment – may include non-latex gloves.
- If clothing is on fire, have the person Stop, Drop, Roll.
- Cover the victim with a wet blanket until the fire is out.
- Carefully remove jewelry and clothing that is not stuck to the skin.
- For large burns, cool the burn area immediately with cold water for a least 10 minutes, DO NOT use iced water.
- After the burn is cooled, cover the burn with dry, nonstick, sterile or clean bandages. Use the cleanest available cloth over all burned areas to keep air away from the burn.
- Keep the victim lying down and cover with a dry, clean blanket.
- Always seek medical attention after an extensive thermal burn.

### **Small Thermal Burn**

Use the following procedure on victims of small thermal burns:

- Make sure the scene is safe.
- Call EMS (911).
- Use Personal Protective Equipment – non-latex gloves.
- Place a sterile gauze pad or clean cloth soaked in cool or cold water over the burn. DO NOT use iced water.
- Do not disturb or open blisters.
- If the skin is not broken, immerse the skin clean, cold water. A clean, cold, wet towel will also help reduce pain.
- DO NOT apply ice directly to skin.

### **Chemical Burn of the Skin**

Use the following procedure for victims of chemical burns:

- Make sure the scene is safe.
- Call EMS (911) – if possible, report the name of the chemical causing the burn.
- Use Personal Protective Equipment – may include respirator, non-latex gloves, goggles.
- If possible, remove the person from the scene to an area of fresh air.
- Immediately flush the burn with water for at least fifteen minutes while removing the victim's clothes and jewelry from parts of the body touched by the poison.
- Place the cleanest available material over the burned area.
- If the burn area is extensive, make the victim lie down.
- Always seek medical attention after a chemical burn of the skin.

### **Chemical Burn of the Eyes**

- Make sure the scene is safe.
- Call EMS (911) – if possible, report the name of the chemical causing the burn.
- Use Personal Protective Equipment – may include respirator, non-latex gloves and goggles.
- If possible, remove the person from the scene to an area of fresh air.
- Ask the person to blink as much as possible while you rinse the eyes. Use an eyewash bottle if one is available or pour water from a cup. If only one eye is affected, the victim should tilt their head so the eye that has the chemical is lower than the eye without the chemical.
- If the victim's eyelids will not remain open, get another person to hold the lids open, and wash the eyes for 15-30 minutes. Use only water to wash chemical burns. Never use another chemical to flush the burns, because this can make the injury worse.
- Check the victim's eyes for contact lenses and remove them after eyes have been thoroughly rinsed, pour clean water into the victim's eyes from a drinking cup.
- Always seek medical attention after a chemical burn of the eye(s).

## **SHOCK**

Whenever someone suffers from trauma or emotional upset, shock may develop. Shock must be considered as a **possible complication of every injury and severe illness**. Shock occurs

when the circulation to vital organs of the body (especially the brain) slows down. This condition is severe and can be life threatening if it is not corrected.

The symptoms of shock include the following:

- Pale, grayish skin
- Cold, clammy skin. The victim may shiver.
- Nausea
- Thirsty
- Restless, agitated or confused
- Weak, faint or dizzy
- Shallow breathing
- Rapid pulse

Shock should be treated as follows:

- Make sure the scene is safe.
- Call EMS (911)
- Use Personal Protective Equipment – may include non-latex gloves and goggles.
- Cover the victim with a blanket to keep them warm.
- Keep the airway open. If the victim vomits, turn the head to the side so the neck is arched with the chin pointing down.
- Reassure the victim.
- DO NOT give the victim anything to drink even if they complain of thirst.
- Always seek medical attention for a victim with shock.

## HEAT RELATED INJURIES

Working or training in extreme heat can be dangerous. Proper care must be taken to prepare oneself for exercise or work during periods of extreme heat. Drinking fluids **before you are thirsty** is the best prevention. Heat related injuries can range from dehydration to heat stroke.

Symptoms of **dehydration** include:

- Thirst or dry mouth
- Weakness, dizziness, confusion
- Less urination than usual

Care for dehydration includes frequent consumption of fluids when exercising or exposed to heat.

Symptoms of **heat cramps** include:

- Sweating
- Headache
- Muscle cramps

Heat cramps are a sign that heat-related problems may get worse if the victim does not take the following actions:

- Rest in a cool, shaded or air conditioned area.
- Drink sports drinks or juice, or water if these are not available.
- If tolerated by the victim, apply a bag of ice and water wrapped in a towel to the cramping muscle for up to 20 minutes.

The symptoms of **heat exhaustion** include the following:

- Nausea and/or vomiting
- Weakness, tiredness and dizziness
- Muscle cramps
- Feeling faint
- Heavy sweating

Care for heat exhaustion includes:

- Call EMS (911)
- Have the victim lie down in a cool place in the shade.
- Remove as much of the victim's clothing as possible.
- Cool the victim with a cool water spray or place cool damp cloths on the neck, armpits and groin.
- If the victim is responsive and can drink, give a sports drink or juice, or water if these are not available.
- Always seek medical attention for a victim of heat exhaustion.

## **HEAT STROKE**

Heat stroke is life threatening, and immediate measures must be taken to get medical care and cool down the victim.

The symptoms of **heat stroke** include the following:

- Confusion
- Muscle cramps
- Feeling faint or extremely tired
- Red, dry, hot skin
- Rapid, strong pulse
- Temperature is well above normal, and skin feel hot to the touch
- Throbbing headache, dizziness, nausea
- Unconscious

Heat stroke should be treated as follows:

- Call EMS (911)
- Move the victim to a cool place, either the shade or to an air conditioned area.
- Cover the entire body with cold water. If possible and safe, place the victim in cool water up to their neck. If unable to submerge the victim in water, use either a sponge or a

hose. Wrap victim in wet towels or sheets then turn on fan. Place cold compresses on victim's neck, groin, or armpits.

- DO NOT give the victim fluids to drink.
- Be prepared to administer CPR if the victim becomes unresponsive and shows no signs of life.
- Always seek medical attention for a victim of heat stroke.

## **HYPOTHERMIA**

Hypothermia, or low body temperature is when the body cannot make enough heat. Hypothermia may occur at temperatures both above and below freezing, and it is especially common in wet environments. Also, wind combined with cold weather makes the body temperature drop faster than calm, cold weather does. Wind chill increases the risk of hypothermia. If hypothermia is not recognized and treated quickly, it may result in death.

### Signs of hypothermia include:

- Shivering, may stop when body temperature is very low
- Exhaustion, drowsiness, lack of concern about their condition
- Memory loss, confusion slurred speech, fumbling hands, personality change
- Skin pale or blue; skin cool or cold to touch; stiff, rigid muscles

### Care for hypothermia includes:

- Call EMS (911)
- Move the victim to a warm room or shelter
- Remove any wet clothing and put on dry clothing, if available
- Warm the center of the body first by covering with electric blanket (if available), towels or newspapers.
- If alert and able to swallow, give warm beverages.
- After the victim is warmed, keep them wrapped in a dry, warm blanket.
- Always seek medical attention for a victim of hypothermia.

## **SWALLOWED POISONS**

It is impossible to cover the hundreds of kinds of poisoning and their respective guidelines for treatment. Professional advice should be obtained as soon as possible. You can ask the telephone operator to connect you with the nearest Poison Control Center. Some of these centers stay open around-the-clock.

### The following guidelines for treatment apply in most cases:

- Make sure the scene is safe.
- Call EMS (911).
- Use Personal Protective Equipment – may include non-latex gloves and goggles.
- Try to identify the poison, how much swallowed, the age and weight of the victim.
- Locate the Material Data Safety Sheet (MDSS) if available.



- Call a physician, emergency room or poison control center (1-800-222-1222) immediately for advice.
- Induce vomiting only if told to do so by poison control or physician. If vomiting is recommended, it may be induced by putting a finger down the victim's throat.
- If the person is conscious and if poison control recommends the use of fluids to dilute the poison, follow poison control's advice regarding the type and amount of fluid.

## **INSECT STING**

To prevent insect stings, the work area where these insects make nests should be inspected and sprayed with an approved insecticide according to the Integrated Pest Control guidelines.

A person who is stung by a wasp, bee, yellow jacket, ant, fire ant, or other stinging insect will may suffer a severe allergic reaction or mild swelling.

To treat insect stings, the stinger should be removed if it can be done easily. Do not squeeze the stinger to remove it as more venom may be injected into the victim. Use a card (such as an ID badge), or other hard flat object to scrape the stinger out of the skin. Wash area with soap and water. Cold compresses should be applied to the area.

Some people have severe allergic reactions to insect stings. Signs of severe allergic reactions include:

- Swelling of the tongue and face
- Trouble breathing
- Increased nervousness
- Signs of shock

Care for severe allergic reactions includes:

- Make sure the scene is safe
- Call EMS (911)
- A person with a known severe allergy should obtain an emergency kit with epinephrine to carry at all times. Used epinephrine injectors should be disposed of in a campus sharps container. Associates and the person's supervisor should be told the person is subject to severe allergic reactions. Individuals usually require more than one emergency epinephrine treatment.
- If a person has a severe allergic reaction and does not have an emergency kit, be prepared to administer CPR if the person becomes unconscious and shows no signs of life.

## **SPIDER & SNAKE BITES**

There are over 1,000 species of spiders, the majority of which produce venom. However, very few spiders can penetrate human skin to inject venom. Two that can, and whose venom may be as poisonous as the venom of snakes, are the black widow and the brown recluse (fiddleback).

The black widow spider is usually found in dark, moist places. It is usually jet black in color and has a red, hour-glass mark on its abdomen. The bite of this spider immediately causes severe pain at the bite site.

The brown recluse (fiddleback) is normally found in sheds, houses, closets, and under leaves. It has a violin-shaped mark on its back. The bite of this spider causes little or no immediate pain. Many times, the victim is not aware of the insect bite until several hours have passed and a crusted wound surrounded by a black bulls-eye appears at the bite site. This wound is an indication that tissue damage caused by the venom has occurred. This can cause tremendous disability to the victim as the venom literally destroys all the tissue it encounters.

Texas is home to over 105 different snakes, with only 15 being potentially dangerous for humans. Dangerous snakes include copperheads, cottonmouths rattlesnakes, and coral snakes. Snakes prefer high grass, debris piles, creek banks and underbrush.

One or all of the following symptoms can occur for either spider bite or venomous snakebite:

- Swelling and pain at bite site
- Headache
- Nausea or vomiting
- Joint pain
- Muscle cramps
- Fever
- Breathing problems
- Seizures
- Unresponsive

To treat a spider or snake bite, use the following procedure:

- Make sure the scene is safe.
- Call EMS (911).
- Make the victim lie down.
- Identify the type of spider or snake if possible.
- Wash the bite or sting area with lots of running water and soap.
- Remove jewelry and tight fitting clothes.
- Slow the spread of venom by reducing movement of the body part bitten and positioning the bite below the level of the heart.
- Place a bag of ice and water wrapped in a towel over the bite.
- Always seek medical attention for a victim of a spider or snake bite.



## C. SEVERE WEATHER (TORNADO/THUNDERSTORM)

### General Safety Message

- Severe Thunderstorms and TORNADOS can be accompanied by high winds, hail, lightning, downed trees, and swollen creeks.
- An emergency response is required when this type of weather poses any risk to personnel, students, visitors, and on-site contractors.
- A **WATCH** is issued when storms are possible in and near the **WATCH** area. It does not mean that they will occur; it only means they are possible.
- A **WARNING** is issued when storms are occurring or imminent in the **WARNING** area. If a **WARNING** is issued, seek safe shelter immediately.
- Be Prepared to **EVACUATE** to Shelter locations.

### Overall Emergency Response Actions

1. Each facility/site should assign/designate a “Weather Watcher” during hazardous weather conditions.
2. Initiate **REVERSE EVACUATION** procedures for activities going on outside.
3. Evacuate any rooms bearing full force winds. Evacuate to lowest floor of building near inside walls and away from windows.
4. Take attendance. Report any missing individuals to campus administration.
5. Close all blinds and curtains.
6. Avoid auditoriums, gymnasiums and other structures with large roof spans.
7. Remain near an inside wall or on lower floors of the building. Make arrangements for special needs, snacks, and quiet recreational activities.

### During a Tornado Watch

Specific staff members should be designated to monitor radio, television, or weather scanner for tornado warnings.

- Alert faculty and students using the intercom system.
- Continue to monitor the weather – if appropriate, notify teachers to escort students from temporary buildings, playgrounds, and outdoor activities to inside the building.

### During a Tornado Warning

- Alert faculty and staff to immediately seek shelter.
- Students in temporary (portable) classrooms shall be immediately moved to the main building if not already there.
- Send designated tornado spotters to south and west of building (prevailing direction of a tornado). Spotter should be equipped with two-way radio or bull-horn.
- Continue to monitor television, cell phone, and/or radio weather station.

### **Tornado has been reported or sighted in the vicinity**

- Assigned staff will assist disabled students and check restrooms and vacate hallways.
- Everyone should sit facing the interior wall. When danger is imminent, take position for greatest safety by crouching on knees, head down with hands locked at the back of the neck.
- Stay together and keep students calm. Do not leave until all-clear signal sounds.

### **After Tornado**

- Teachers will account for all students and check for injuries. Notify campus administration of any missing or injured student/staff.
- Call 911 and activate trauma team for assistance. Records should be kept on students and staff hospitalized and where they have been transported.
- Notify office of school administration.
- Classes will resume only after a determination of buildings' safety has been made.

***\*School buses may continue to operate during Tornado Watches, but not during Tornado Warnings.***

\*\*\*\* In the event of an evacuation or reverse evacuation during an emergency incident, all staff members who are assigned students must utilize the safety cards to conduct an attendance audit. The cards are denoted as: green (all students present), red (I am missing students), yellow (I have extra students), or white (medical assistance needed).

## D. EVACUATION PLAN/PROCEDURES FOR 2016-17

**Benfer Elem.** – 13 buses (65/bus)

*Plan 1* – All students walk to Strack

*Plan 2* – If evacuating Strack, 10 buses to KHS.

**Benignus Elem.** – 14 buses (65/bus)

*Plan 1* – All buses to KOHS auditorium

*Plan 2* – All buses to KCHS auditorium

**Bernshausen Elem.** – 13 buses (65/bus)

All buses to Krimmel gym

**Blackshear Elem.** – 15 buses (65/bus)

*Plan 1* – 8 buses to Ulrich gym and 7 buses to Doerre gym

*Plan 2* – If Ulrich and Doerre evacuated, 8 buses to Klein High gym and 7 buses to Klein High auditorium.

**Brill Elem.** – 12 buses (65/ bus)

All buses to KHS auditorium

**Ehrhardt Elem.** – 12 buses (65/bus)

All buses to KHS auditorium

**Eiland Elem.** – 11 buses (65/bus)

All buses to KFHS auditorium

**Epps Island Elem.** – 16 buses (65/bus)

All buses to KFHS auditorium

**Frank Elem.** – 10 buses (65/bus)

All buses to KOHS auditorium

**French Elem.** – 9 buses (65/bus)

All buses to KOHS Auditorium

**Grace England Early Childhood/PreK Center**

6 buses (65/bus); all buses to KFHS

**Greenwood Forest Elem.** – 11 buses (65/bus)

*Plan 1* – All students walk to KFHS auditorium

*Plan 2* – When evacuating Wunderlich Int. and KFHS

- 6 buses to Klein Int. gym
- 5 buses to Kleb Int. gym

**Hassler Elem.** – 11 buses (65/bus)

All buses to KHS auditorium

**Haude Elem.** – 12 buses (65/bus)

All buses to KCHS auditorium

**Kaiser Elem.** – 14 buses (65/bus)

All buses to KFHS auditorium

**Klenk Elem.** – 15 buses (65/bus)

All buses to KFHS auditorium

**Kohrville Elem.** – 12 buses (65/bus)

*Plan 1* – All Buses to KOHS auditorium

*Plan 2* – All buses to Ulrich Intermediate

**Krahn Elem.** – 12 buses (65/bus)

All buses to KHS auditorium

**Kreinhop Elem.** – 14 buses (65/bus)

*Plan 1* – All buses to KCHS auditorium

*Plan 2* – All buses to KOHS auditorium

**Kuehnle Elem.** – 12 buses (65/bus)

All buses to KHS auditorium

**Lemm Elem.** – 11 buses (65/bus)

All buses to KCHS auditorium

**Mahaffey Elem.** – 9 buses (65/bus)

All buses to Krimmel Intermediate

**McDougle Elem.** – 12 buses (65/bus)

All buses to KFHS auditorium

**Metzler Elem.** – 14 buses (65/bus)

All buses to KOHS auditorium

**Mittelstädt Elem.** – 14 buses (65/bus)

*Plan 1* – All buses to KHS auditorium

*Plan 2* – If KHS evacuated, all buses to Doerre

**Mueller Elem.** – 14 buses (65/bus)

*Plan 1* – All students walk to Krimmel Intermediate

*Plan 2* – If Krimmel being evacuated, all buses to KOHS auditorium

**Nitsch Elem.** – 15 buses (65/bus)

*Plan 1* – All students walk to Klein Int. gym

*Plan 2* – If evacuating Klein Intermediate:

- 7 buses to Wunderlich gym
- 8 buses to KFHS gym

**Northampton Elem.** – 9 buses (65/bus)

*Plan 1* – All buses to KOHS auditorium and practice gym

*Plan 2* – If evacuating Hildebrandt & KOHS

- 4 buses to Krimmel gym
- 5 buses to Schindewolf gym

**Roth Elem.** – 11 buses (65/bus)

All buses to KCHS auditorium

**\*Schultz Elem.** – 11 buses (65/bus)

*Plan 1* – All buses to KOHS auditorium

*Plan 2* – If evacuating Hildebrandt & KOHS

- 6 buses to Krimmel gym.
- 5 buses to Strack gym

**Theiss Elem.** – 10 buses (65/bus)

All buses to KHS auditorium

**Zwink Elem.** – 16 buses (65/bus)

All buses to KOHS auditorium

### Intermediate Schools

**Doerre Int.** – 24 buses (48/bus)

All buses to KHS auditorium and LSC

**Hildebrandt Int.** – 26 buses (48/bus)

*Plan 1* – All students walk to KOHS

6th grade to auditorium

7th grade to practice gym

8th grade to competition gym

**\*\*Plan 2** – If evacuating Northampton and KOHS, all buses to KCHS auditorium and gym

**Kleb Int.** – 30 buses (48/bus)

*Plan 1* – All students walk to KHS auditorium

*Plan 2* – If evacuating KHS Annex all buses to KOHS auditorium and gym

**Klein Int.** – 25 buses (48/bus)

*Plan 1* – All buses to KFHS auditorium

**\*\*\*\*\*Plan 2** – If evacuating Nitsch Elem., same as Plan 1

**KISD Annex and TEP** – 10 buses (48/bus)

*Plan 1* – 10 buses to Kleb gym; if Kleb is being evacuated, 10 buses to Doerre gym

*Plan 2* – 10 special ed. buses will be sent to TEP for evacuation; same procedure as Annex

**Krimmel Int.** – 27 buses (48/bus)

*Plan 1* – All buses to KOHS auditorium

*Plan 2* – If evacuating KOHS, 14 buses to Strack gym, 13 buses to Schindewolf gym

**Schindewolf Int.** – 29 buses (48/bus)

*Plan 1* – Walk to KCHS auditorium

*Plan 2* – If evacuating KCHS, 13 buses to Strack gym, 16 buses to Kleb gym

**\*\*\*Strack Int.** – 26 buses (48/bus)

13 buses to KCHS practice gym, 13 buses to KCHS auditorium

**Ulrich Int.** – 24 buses (48/bus)

*Plan 1* – All buses to KOHS

*Plan 2* – 12 buses to Krimmel gym and 12 buses to Doerre gym.

**Wunderlich Int.** – 28 buses (48/bus)

*Plan 1* – All students walk to KFHS auditorium

**\*\*\*\*Plan 2** – If evacuating Greenwood Forest Elem. and KFHS, 14 buses to Strack gym, 14 buses to Schindewolf gym

\* Determine what railroad crossing is passable/available

\*\* Plans coordinate with Northampton Plan 2

\*\*\* Plans coordinate with Benfer Plan 2

\*\*\*\* Plans coordinate with Greenwood Forest Plan 2

\*\*\*\*\* Plans coordinate with Nitsch Plan 2

## High Schools

If circumstances permit, administrators will allow students with cars to drive their cars home. If circumstances do not allow, buses will be provided for all students. Students will be tracked regardless of how the students evacuate.

**KHS** – 42/83 buses (48/bus)  
Half to KFHS gym/auditorium  
Half to KCHS gym/auditorium

**KFHS** – 45/87 buses (48/bus)  
23 buses to KHS gym/auditorium  
22 to KCHS gym/auditorium

**KOHS** – 42/84 buses (48/bus)  
Half to KCHS gym/auditorium  
Half to KHS gym/auditorium

**KCHS** – 38/76 buses (48/bus)  
Half to KOHS gym/auditorium  
Half to KHS gym/auditorium

**Vistas** – 4 buses (48/bus)  
All to KFHS auditorium



## E. INTRUDER/ACTIVE SHOOTER

### General Safety Message:

- DO NOT confront the suspect. Keep in mind that a running evacuation may be necessary if the suspect tries to access your location.
- DO NOT USE CODE PHRASES. Announce that there is a shooter/intruder in the building and police are on the way. Staff, visitors, students, and contractors should immediately move to the nearest locking room or away from danger.
- If the shooter is in the building, do not lock exterior doors (it will only slow down police).

### Overall Emergency Response Actions

#### RUN/HIDE/FIGHT

When security and prevention measures fail and a shooter is in your facility/campus, you have only three response options or what's known as the "**RUN/HIDE/FIGHT**."

1. **RUN** – Run away from the shooter
2. **HIDE** – Keep the shooter out of your room or facility
3. **FIGHT** – Fight back against the shooter

#### RUN

If you cannot lock the shooter out of your location, attempt to help students get out of the area by running away.

An example of when to implement a "RUN" approach may be if you are in the cafeteria when a shooter enters. Since the shooter is already in the cafeteria there is no point in attempting to implement a "HIDE", so you order the students to run out through the kitchen and side exit.

Note: Using the **RUN/HIDE/FIGHT** approach, the RUN approach should be implemented using a secondary exit (ground floor windows or exits) if the attacker attempts to defeat the lockdown. If RUN is not an option, the FIGHT approach should be implemented as soon as the attacker attempts entry. This includes reaching through a defeated vision panel.

#### HIDE

While no location can offer total protection from a shooter, implementing a "lockdown" inside a location that can be secured provides some degree of protection. The purpose of a lockdown is to delay or slow down the shooter's progress until law enforcement arrives.

While locking the door is a vital component, there are methods of reinforcing the lockdown that can further deter an attacker. These methods are called target-hardening and can include:

- **Barricading doors:** Use desks, chairs, shelves, etc. Note - barricades are most effective if the door opens towards the barricade. However, even if the door opens away from the barricade (usually into the hallway), stacked objects can delay and possibly deter an attacker.

- **Tying off doors:** This action limits the attacker's ability to open doors, even if they are unlocked. Generally, tying off doors is used to reinforce doors that open out (towards the hallway) where barricades have limited value. There are several ways to tie off doors and more than one should be attempted:
  1. Tie one end of a belt or electric cord around the handle and secure the other end around a corner and out of sight. If the end cannot be secured, have several people hold it, while around a corner and out of sight. This will reinforce any type of door.
  2. For handicap accessible handles (levers that are pushed downward to open the door), chair or stool legs may be wedged between the handle and door, with at least 1/4 of the chair extending beyond the door frame. When the door is pulled to open, the chair catches on the door frame.
  3. Doors that have folding hinges above the door may be reinforced by tying the folding hinge tightly so that it cannot expand and allow the door to open.

## **FIGHT**

If the attacker is in your immediate area and blocking your path and there is no way you can RUN or HIDE, you must then fight back against the shooter using any available means.

When fighting back, use any available weapon such as a fire extinguisher, chair or even books.

The FIGHT option is to be used as a last resort.

Teaching or discussing with students, visitors, and contractors the FIGHT option is not recommended. The FIGHT option is no different than any other emergency; trained staff must take charge and provide clear direction.

For instance, if the HIDE option is failing, and RUN is required through a ground floor window, it is imperative trained staff direct students. This direction should include not just climbing out the window, but where to go next.

If the FIGHT option is required, the trained staff should prepare the students with clear and confident instructions. Should an attacker be attempting to defeat a lockdown and RUN is not possible trained staff should order students to grab and throw anything and everything they can find at the attacker should the shooter attempt to enter the area.

*Source: Klein ISD Police Department 832-249-4266*





### 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

### 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	

### KLEIN ISD 2016-2017 IMPORTANT DATES

<b>AUG 15 - 18</b>	Staff Development
<b>AUG 19</b>	Optional Teacher Work Day
<b>AUG 20</b>	<b>SUMMER HS GRADUATION 2015 - 2016</b>
<b>AUG 22</b>	<b>FIRST DAY OF CLASSES</b>
<b>SEPT 5</b>	Labor Day Holiday
<b>NOV 8</b>	Staff Dev./Student Holiday/Elem. Parent Con.
<b>NOV 21 - 22</b>	Staff Development/Student Holiday
<b>NOV 23 - 25</b>	Thanksgiving Holiday
<b>DEC 16</b>	<b>END OF FIRST SEMESTER</b>
<b>DEC 19 - 30</b>	Christmas/Winter Holiday

<b>JAN 2</b>	Staff Development/Student Holiday
<b>JAN 3</b>	Classes Resume/ <b>SECOND SEMESTER BEGINS</b>
<b>JAN 16</b>	Martin Luther King Holiday
<b>FEB 20</b>	Staff Development/Student Holiday
<b>MARCH 13 - 17</b>	Spring Break
<b>APRIL 14</b>	Easter Break
<b>MAY 29</b>	Memorial Day Holiday
<b>JUNE 1</b>	<b>LAST DAY OF CLASSES</b>
<b>JUNE 2</b>	Staff Development
<b>JUNE 3</b>	<b>HIGH SCHOOL GRADUATION</b>
<b>AUG 26</b>	<b>SUMMER HS GRADUATION 2016 - 2017</b>

### GRADING PERIODS

ELEMENTARY	DAYS	SECONDARY	DAYS
AUG 22 - OCT 14	39	AUG 22 - SEPT 23	24
OCT 17 - DEC 16	39	SEPT 26 - OCT 28	25
	78	OCT 31 - DEC 16	29
			78
JAN 3 - MARCH 10	47	JAN 3 - FEB 17	33
MARCH 20 - JUNE 1	52	FEB 21 - APRIL 13	33
	99	APRIL 17 - JUNE 1	33
			99
		Total Instruction Days	177

### INCLEMENT WEATHER MAKE-UP DAYS

NOV 21 - 22	JUNE 2
FEB 20	



Office of the Superintendent  
7200 Spring Cypress Road  
Klein, TX 77379-3215  
832.249.4000  
[www.kleinisd.net](http://www.kleinisd.net)