

EMPLOYMENT OBJECTIVES
EQUAL EMPLOYMENT OPPORTUNITY

DAA
(LEGAL)

NONDISCRIMINATION
— IN GENERAL

The District shall not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment on the basis of any of the following protected characteristics:

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

42 U.S.C. 1981; 42 U.S.C. 2000e et seq. (Title VII); 20 U.S.C. 1681 et seq. (Title IX); 42 U.S.C. 12100 et seq. (Americans with Disabilities Act); 29 U.S.C. 621 et seq. (Age Discrimination in Employment Act); 29 U.S.C. 793, 794 (Rehabilitation Act); U.S. Const. Amend. I; Labor Code Chapter 21 (Texas Commission on Human Rights Act)

JOB QUALIFICATION

The District may take employment actions based on religion, sex, national origin, or age in those certain instances where religion, sex, national origin, or age is a bona fide occupational qualification. *42 U.S.C. 2000e-2(e); 29 U.S.C. 623(f)*

EMPLOYMENT
POSTINGS

The District shall not print or publish any notice or advertisement relating to District employment that indicates any preference, limitation, specification, or discrimination based on race, color, religion, sex, or national origin, unless the characteristic is a bona fide occupational qualification. *42 U.S.C. 2000e-3(b)*

HARASSMENT OF
EMPLOYEES

The District has an affirmative duty to maintain a working environment free of harassment on the basis of sex, race, color, religion, and national origin. *42 U.S.C. 2000e et seq.; 29 CFR 1606.8(a), 1604.11 [See DIA]*

RETALIATION

The District may not discriminate against any employee or applicant for employment because the employee or applicant has opposed any unlawful, discriminatory employment practices or participated in the investigation of any complaint related to an unlawful, discriminatory employment practice. *29 U.S.C. 623(d) (ADEA); 42 U.S.C. 2000e-3(a) (Title VII); 34 CFR 100.7(e) (Title VI); 34 CFR 110.34 (Age Act); 42 U.S.C. 12203 (ADA); Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005) (Title IX)*

NOTICES

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

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

SECTION 504
NOTICE

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

The notice shall state:

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

Methods of notification may include:

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

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

34 CFR 104.8

AGE DISCRIMINATION

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

SEX DISCRIMINATION
PREGNANCY

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

EQUAL PAY

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

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quantity or quality of production, or a differential based on any other factor other than sex. *29 U.S.C. 206(d); 34 CFR 106.54*

RELIGIOUS
DISCRIMINATION

The prohibition against discrimination on the basis of religion includes all aspects of religious observances and practice, as well as religious belief, unless the District demonstrates that it is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship to the District's business. "Undue hardship" means more than a *de minimus* (minimal) cost. *42 U.S.C. 2000e(j); 29 CFR 1605.2*

The District may not substantially burden an employee's free exercise of religion, unless the burden is in furtherance of a compelling governmental interest and is the least restrictive means of furthering that interest. *Civ. Prac. & Rem. Code 110.003*

DISABILITY
DISCRIMINATION

The District shall make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability, unless the District can demonstrate that the accommodation would impose an undue hardship on the operation of the District. *42 U.S.C. 12112(b); 29 CFR 1630.9; 29 U.S.C. 794; 34 CFR 104.11; Labor Code 21.051* [See DBB regarding medical examinations and inquiries under the Americans with Disabilities Act]

DISCRIMINATION
BASED ON
RELATIONSHIP

The District shall not exclude or deny equal jobs or benefits to, or otherwise discriminate against, a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a family, business, social, or other relationship or association. *42 U.S.C. 12112(b)(4); 29 CFR 1630.8; 34 CFR 104.11*

DEFINITIONS

"Disability" means a physical or mental impairment that substantially limits one or more of an individual's major life activities, a record of having such an impairment, or being regarded as having such an impairment. "Major life activities" are such functions as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. *42 U.S.C. 12102(2); 29 CFR 1630.2(g)-(l); 28 CFR 35.104; 34 CFR 104.3(j), (l); Labor Code 21.002(6)*

"Qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or desires. Consideration shall be given to the District's judgment as to what functions of a job are essential. A written job description prepared before advertising or interviewing applicants for the job is evidence of the job's essential functions.

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

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

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

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

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

REASONABLE ACCOMMODATION “Reasonable accommodation” includes:

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

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

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

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

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

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

MILITARY SERVICE

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

GRIEVANCE POLICIES
SECTION 504

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

AMERICANS WITH
DISABILITIES ACT

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

TITLE IX

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

[See DGBA]

COMPLIANCE
COORDINATOR

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

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

ADA / SECTION 504
COORDINATOR

The District designates the compliance officer 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: [See DAA(REGULATION)]

Position: ADA/Section 504 Compliance Officer
(Director for Employee Relations)

Address: 6531 Boeing Drive, El Paso, TX 79925

Telephone: (915) 779-4074

TITLE IX
COORDINATOR

The District designates the compliance officer to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: [See DAA(REGULATION)]

Position: Title IX Compliance Officer
(Director for Employee Relations)

Address: 6531 Boeing Drive, El Paso, TX 79925

Telephone: (915) 779-4074

COMPLAINTS

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

RECORDS
RETENTION

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

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ADA / SECTION 504
AND TITLE IX
COORDINATOR
FOR EMPLOYEES

The District designates the compliance officer 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, and with Title IX of the Education Amendments of 1972, as amended:

Name: Mr. Vincent Sheffield
Position: Compliance Officer
Address: 6531 Boeing Drive, El Paso, Texas 79925
Telephone: (915) 779-4074

SECTION 504
FOR STUDENTS

Name: Ms. Cecilia Whiteman
Position: Compliance Officer
Address: 6531 Boeing Drive, El Paso, Texas 79925
Telephone: (915) 775-2109

EMPLOYMENT OBJECTIVES
OBJECTIVE CRITERIA FOR PERSONNEL DECISIONS

DAB
(LOCAL)

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

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

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071902

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS

DB
(LOCAL)

RESIDENCE

Effective June 1, 1963, all District employees must reside in the United States.

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NOTICE TO PARENTS:
QUALIFICATIONS

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

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

ADDITIONAL
INFORMATION

A school that receives such federal funds shall also provide to each individual parent timely notice that the parent's child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who is not highly qualified.

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

PROFESSIONAL
PERSONNEL
CERTIFICATE

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

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

Education Code 21.003(a), 21.053(a)

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

FAILURE OF
CERTIFICATION

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

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

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

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

LICENSE

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

SCHOOL DISTRICT
TEACHING PERMIT

The District may issue a school district teaching permit and employ as a teacher a person who does not hold a teaching certificate issued by SBEC, if the person holds a baccalaureate degree. A baccalaureate degree is not required for persons who will teach only career and technology education.

STATEMENT TO
COMMISSIONER

After employing a person under a school district permit, the District shall promptly send a written statement to the Commissioner. This statement must identify the person, the person's qualifications as a teacher, and the subject or class the person will teach. The person may teach the subject or class pending action by the Commissioner.

Not later than the 30th day after the Commissioner receives the District's statement, the Commissioner may inform the District that the person is not qualified to teach. The person may not teach if the Commissioner finds that the person is not qualified. If the Commissioner fails to act before the 30th day after receiving the statement, the District may issue the school district teaching permit and the person may teach the subject or class identified in the statement sent to the Commissioner.

DURATION OF
PERMIT

A school district teaching permit remains valid unless the District issuing the permit revokes it for cause. A person authorized to teach under a school district teaching permit issued by a particular District may not teach in another school district unless that other district complies with the permit-issuing provisions. [See DK for Emergency Permits]

Education Code 21.055

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

HIGHLY QUALIFIED
STATUS

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

'CORE ACADEMIC
SUBJECTS'
DEFINED

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

GENERAL
EDUCATION
PROGRAM
CERTIFICATION

The term "highly qualified":

1. When used with respect to any public elementary school or secondary school teacher, means the teacher:
 - a. Has obtained full state certification as a teacher (including alternative certification); and
 - b. Has not had certification or licensure requirements waived on an emergency, temporary, or provisional basis.
2. When used with respect to an elementary school teacher who is new to the profession, means the teacher:
 - a. Holds at least a bachelor's degree; and
 - b. Has demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum.
3. When used with respect to a middle or secondary school teacher who is new to the profession, means the teacher:
 - a. Holds at least a bachelor's degree; and
 - b. Has demonstrated a high level of competency in each of the academic subjects in which the teacher teaches by:
 - (1) Passing a rigorous state academic subject test in each of the academic subjects in which the teacher teaches; or
 - (2) Successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework

SUBJECT
COMPETENCY

NEW
ELEMENTARY
TEACHER

NEW MIDDLE OR
SECONDARY
TEACHER

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equivalent to an undergraduate academic major, or advanced certification or credentialing.

EXISTING
TEACHER

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

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

SPECIAL
EDUCATION
PROGRAM

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

CERTIFICATION
AND EDUCATION

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

SUBJECT
MATTER
COMPETENCY

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

ALTERNATIVE
ACHIEVEMENT
STANDARDS

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

TWO OR MORE
CORE ACADEMIC
SUBJECTS

2. A special education teacher who teaches two or more core academic subjects exclusively to children with disabilities may either:
 - a. Meet the applicable requirements for any new or existing elementary, middle, or secondary school teacher;

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- b. In the case of an existing teacher, demonstrate competence in all core academic subjects in which the teacher teaches in the same manner as is required for any other existing elementary, middle, or secondary school teacher. This may include a single, high objective uniform state standard of evaluation covering multiple subjects; or
- c. In the case of a new special education teacher who teaches multiple subjects and who is highly qualified in mathematics, language arts, or science, the teacher may demonstrate competence in the other core academic subjects in which the teacher teaches in the same manner as is required for an existing elementary, middle, or secondary school teacher. This may include a single, high objective uniform state standard of evaluation covering multiple subjects. The teacher must demonstrate competence under this section not later than two years after the date of employment.

20 U.S.C. 1401(10)

PARAPROFESSIONAL
EMPLOYEES
CERTIFICATION

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

TITLE I PROGRAM

Each district receiving assistance under Title I, Part A of the ESEA shall ensure that all paraprofessionals working in a program supported with those funds shall:

DUTIES

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

HIGH SCHOOL
DIPLOMA

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

HIGHER
EDUCATION OR
COMPETENCY TEST

3. If hired after January 8, 2002, have one of the following credentials:

a. Completed at least 2 years of study at an institution of higher education;

b. Obtained an associate's (or higher) degree; or

c. Met a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment:

(1) Knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or

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CREDENTIALS AND RECORDS

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- (2) Knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

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

EXCEPTIONS

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

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

20 U.S.C. 6319

CPR AND FIRST AID
CERTIFICATION

A District employee who serves as head director of a school marching band, head coach, or chief sponsor of an extracurricular athletic activity (including cheerleading) that is sponsored or sanctioned by the District or UIL must maintain and submit to the District proof of current certification in first aid and cardiopulmonary resuscitation issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. The District shall adopt procedures for administering this requirement, including procedures for the time and manner in which proof of current certification must be submitted. *Education Code 33.086*

AED CERTIFICATION

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

SCHOOL BUS
DRIVERS

CREDENTIALS

A school bus driver must:

1. Be at least 18 years old.
2. Hold an appropriate class of driver's license for the vehicle being operated.
3. Pass an annual physical exam and otherwise meet medical and physical requirements established by the Department of Public Safety (DPS). [See DBB]

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4. Have a driving record that is acceptable according to minimum standards adopted by the DPS. A check of the person's driving record shall be made with DPS annually.
5. Pass a pre-employment driver's license check with the DPS, and maintain a driving record acceptable according to the standards prescribed by the State Board and the DPS. [See ANNUAL EVALUATION, below]
6. Have an acceptable criminal history record. [See DC] If the District obtains information that a person has been convicted of a felony or misdemeanor involving moral turpitude, it may not employ the person to drive a school bus on which students are transported unless the employment is approved by the Board or the Board's designee.
7. Possess a valid certificate stating that the driver is enrolled in, or has completed, a driver training course in school bus safety education approved by the DPS.

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

ANNUAL
EVALUATION

The District shall evaluate the driver's license record of each school bus driver at least annually to determine if the driver is still eligible to drive a school bus. *Trans. Code 521.022(d); 37 TAC 14.14*

EMPLOYEE RECORDS
PROFESSIONAL
EMPLOYEES

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

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

SERVICE RECORD

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

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

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

19 TAC 153.1021(b), (d)

ACCESS TO
EMPLOYEE
RECORDS

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

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

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

Gov't Code 552.024, 552.102(a)

EMPLOYEE
RIGHT OF
ACCESS

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

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

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

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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(REGULATION)

BUS DRIVER MEDICAL
EXAM

The medical exam statutorily required for bus drivers each year shall be paid for by the District only when the District designates the health care professional to conduct it. The medical exam may be completed by a private physician if desired, but the cost would have to be paid by the individual seeking it.

PERSONNEL
RECORDS

Certified professional personnel shall have on file:

1. Transcript of college record.
2. Teaching certificate.
3. Photograph.
4. Service record and extra service record.
5. Oath of allegiance.
6. W-4 withholding tax certificate and social security number.
7. Personal data retirement sheet.
8. Insurance information card.
9. Employee record card.
10. I-9 Form.

Each employee shall have the right upon request to view the contents of his or her personnel file.

IDENTIFICATION CARD

The following shall apply:

1. District employees entitled to an identification card are required to have the identification card displayed prominently on their clothing, except in cases where the type of work does not permit the display.
2. Certain itinerant employees, such as field workers, facilitators, and others to be designated by the department heads, are required to have the identification card but are not required to wear them. These employees are expected to identify themselves by using the card when representing the District.
3. All other employees, such as classroom teachers and others, may have an identification card at their option.
4. The identification card must be returned upon termination of employment. Final checks may be held until the employee returns this card.
5. Identification cards are produced by the media center at no cost to the employee. Replacements may be obtained at a cost of \$1 each at the media center. To obtain a replacement, an employee must receive approval of the immediate supervisor.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LEGAL)

DEFINITIONS

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

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

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

CERTIFIED PERSONS

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

NONCERTIFIED
EMPLOYEES

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

APPLICABILITY

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

NOTICES TO DPS
AND TEA

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

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

CRIMINAL HISTORY

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

Education Code 22.0833

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

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SUBSTITUTE TEACHERS APPLICABILITY	This section applies to a person who is a substitute teacher for the District or a shared services arrangement.
NOTICES TO DPS AND TEA	<p>The District shall send or ensure that a person to whom this section applies sends to DPS information required for obtaining NCHRI, which may include fingerprints and photographs.</p> <p>The District shall provide TEA with the name of a person to whom this section applies. TEA shall examine the CHRI and certification records of the person and notify the District if the person:</p> <ol style="list-style-type: none">1. May not be hired or must be discharged as provided by Education Code 22.085; or2. May not be employed as a substitute teacher because the person's educator certification has been revoked or is suspended.
ACCESS TO CRIMINAL HISTORY	<p>The District shall obtain all CHRI that relates to a person to whom this section applies through the Clearinghouse. The District may require the person to pay any fees related to obtaining the CHRI.</p> <p><i>Education Code 22.0836</i></p>
STUDENT TEACHERS APPLICABILITY CRIMINAL HISTORY	<p>This section applies to a person participating in an internship consisting of student teaching to receive a teaching certificate.</p> <p>A student teacher may not perform any student teaching until:</p> <ol style="list-style-type: none">1. The student teacher has provided to the District a driver's license or another form of identification containing the person's photograph issued by an entity of the United States government; and2. The District has obtained from DPS all CHRI that relates to a student teacher. The District may also obtain CHRI relating to a student teacher from any other law enforcement agency, criminal justice agency, or private consumer reporting agency. The District may require a student teacher to pay any costs related to obtaining the CHRI. <p><i>Education Code 22.0835</i></p>
COORDINATION OF EFFORTS	<p>TEA, SBEC, the District, and a shared services arrangement may coordinate as necessary to ensure that criminal history reviews authorized or required under Education Code Chapter 22, Subchapter C are not unnecessarily duplicated. <i>Education Code 22.0833(h)</i></p>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

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(LEGAL)

ALL OTHER
EMPLOYEES

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

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

The District may obtain the CHRI from:

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

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

CONFIDENTIALITY OF
RECORD

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

SBEC NOTIFICATION

The Superintendent shall promptly notify SBEC in writing by filing a report with the TEA staff within seven calendar days of the date the Superintendent obtains or has knowledge of information indicating that an applicant for or holder of a certificate issued by SBEC has a reported criminal history. *Education Code 22.087; 19 TAC 249.14(d)(1)* [See also DF]

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

DISCHARGE OF
CONVICTED
EMPLOYEES

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

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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(LEGAL)

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

EXCEPTION

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

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

CERTIFICATION TO
SBEC

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

SANCTIONS

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

OPTIONAL
TERMINATION

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

Education Code 22.085 [See DF]

CONSUMER CREDIT
REPORTS

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

DEFINITIONS

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

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

15 U.S.C. 1681a

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA
(LEGAL)

OBTAINING
REPORTS

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

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

ADVERSE ACTION

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

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

DISPOSAL OF
RECORDS

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

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

Examples of reasonable measures include:

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

16 CFR 682.3

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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SCHOOL BUS
DRIVERS

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

DEFINITIONS

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

BLOODBORNE
PATHOGEN CONTROL

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

'SHARPS' DEFINED

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

MINIMUM
STANDARDS

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

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

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

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

COST OF HEPATITIS
TESTING AFTER
ACCIDENTAL
EXPOSURE

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

PRE-EMPLOYMENT
INQUIRIES AND
EMPLOYMENT
ENTRANCE
EXAMINATIONS

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

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

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

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

CONFIDENTIALITY

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
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EXAMINATION DURING
EMPLOYMENT

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

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

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

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

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(LOCAL)

EXAMINATIONS
DURING
EMPLOYMENT

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

OTHER
REQUIREMENTS

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

COMMUNICABLE
DISEASES

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), hepatitis-C, HIV disease (symptomatic or asymptomatic), AIDS, Hansen's disease (leprosy), and tuberculosis. Employees with communicable diseases, whether acute or chronic, shall be subject to the provisions below.

CONFIRMATION

Knowledge or reason to believe that an employee has a communicable disease that may affect the ability of an employee to perform job-related functions or that may pose a direct threat to the health or safety of others in the workplace shall be confirmed in one of the following ways:

1. The employee brings the matter to the District's attention.
2. The employee voluntarily confirms the knowledge or reasonable belief when asked. Such an inquiry may be made by the Superintendent or designee, or by the employee's supervisor or department head, in conjunction, or after consultation, with the associate superintendent for human resources or District compliance officer.
3. The Superintendent or designee requires the employee to submit to a medical examination to determine the employee's ability to perform job-related functions and to determine whether the employee poses a direct threat to the health or safety of the individual or others. [See DAA regarding standards for making such a determination and DBB(LEGAL) regarding limits on use of results of the examination]

REASONABLE
ACCOMMODATION

If it is determined that the employee poses a direct threat to the health or safety of the individual or others or that the employee's ability to perform job-related functions is affected, the Superintendent or designee shall determine what reasonable accommoda-

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

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(LOCAL)

tions are available to reduce or eliminate the direct threat or enable the employee to perform job-related functions.

EXCLUSION

If reasonable accommodations cannot reduce or eliminate the direct threat to the individual or others or enable the employee to perform job-related functions, the Superintendent or designee may exclude the employee from work. However, the employee shall be permitted to present evidence to the Superintendent or designee relevant to his or her fitness to continue regular duties. If the employee disagrees with any exclusion from work, the employee may file a grievance pursuant to policy DGBA(LOCAL).

LEAVE OF ABSENCE

Employees who are excluded from work because of a communicable disease may use sick leave or be placed on any temporary disability leave to which they are entitled. [See DEC]

TERMINATION OF
EMPLOYMENT

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

BLOODBORNE
PATHOGENS
EXPOSURE CONTROL
PLAN

The Superintendent shall develop and implement a Bloodborne Pathogens Exposure Control Plan pursuant to Subchapter H of Chapter 81 of the Texas Health and Safety Code and the rules promulgated thereunder by the Texas Department of Health. [See DBB(REGULATION)]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(REGULATION)

EXPOSURE
DETERMINATION

The following exposure control plan exists in accordance with Health and Safety Code, Chapter 81, Subchapter H, and analogous to OSHA Bloodborne Pathogens Standards.

The Texas Department of Health Bloodborne Pathogens (BBP) Exposure Control Plan requires school districts to identify employees who have occupational exposure to blood or other potentially infectious materials (body fluids). An occupational exposure is defined as "a reasonably anticipated skin, eye, mucous membrane, or parental contact with blood or other potentially infectious materials that may result from the performance of an employee's duties." Employees at risk for occupational exposure are determined without regard to the use of personal protective equipment (gloves, etc.) or the frequency of exposure.

The following District employees are identified as being at risk for occupational exposure:

1. School nurses and substitute school nurses;
2. Trainers;
3. Special education paraprofessionals in the PPCD, AU/SLU, and PLC/Life Skills classes;
4. Special education paraprofessionals assigned to individual students for the provision of personal care; and
5. Health occupations teachers at Silva Health Magnet and the Center for Career and Technology.

The director of Personnel Administration will ensure that the job descriptions for the above employees include the potential occupational exposure to bloodborne pathogens.

IMPLEMENTATION
SCHEDULE AND
METHODOLOGY

The exposure control plan will go into effect as of January 1, 2001. The plan will be reviewed every July by the assistant director of Health Services. Revisions will be submitted to District administration as warranted.

Compliance methods to prevent contact with blood or other potentially infectious body fluids will be observed by all District employees. According to standard precautions, all human blood and body fluids (except sweat) are treated as if known to be infectious for AIDS or HIV, hepatitis B (HBV), hepatitis C (HCV), and other bloodborne pathogens (microorganisms) regardless of the perceived status of the source individual. Standard precautions are designed to reduce the risk of transmission of all communicable diseases, whether a person exhibits symptoms of illness or not.

Thus, all employees should avoid direct contact with the potentially hazardous blood and body fluids of others.

Both supervisors and employees are responsible for examining and maintaining work practice controls that eliminate or minimize bloodborne pathogens exposure. Where occupational exposure remains after institution of these controls, personal protective equipment is used. Personal protective equipment may include latex or vinyl gloves, splash goggles, protective aprons, etc. Hand washing facilities are also available to the employees who incur exposure to blood or other potentially infectious body fluids. Frequent hand washing is the single most important technique for preventing the transmission of disease. Proper hand washing requires the use of soap and water and vigorous scrubbing of hands for at least 10-20 seconds to suspend easily removable soil and microorganisms, allowing them to be washed off. In the event hand washing facilities are not immediately available, antiseptic hand cleanser (waterless), available in the District's warehouse, may be used until hands can be washed with soap and running water as soon as possible.

After removal of personal protective gloves, employees wash hands and any other potentially contaminated skin areas immediately or as soon as feasible with soap and water. If employees incur exposure to their skin or mucous membranes, then those areas are washed with soap and water or flushed with water as appropriate as soon as feasible following contact.

NEEDLES / SHARPS

Contaminated needles are not bent, recapped, removed, sheared, or purposely broken. A sharp is any object that can be reasonably anticipated to penetrate the skin or any other part of the body. In addition to needles, scalpels, lancets, broken glass, scissors, and knives are examples of sharps. A sharp is considered contaminated if blood or other potentially infectious body fluids are present or anticipated to be present on it.

CONTAMINATED
SHARPS:
DISCARDING AND
CONTAINMENT

Contaminated needles and other contaminated sharps are discarded immediately or as soon as feasible in containers that are closable, puncture resistant, leakproof, and biohazard labeled or color-coded. These red containers are located in the school health office and the trainer's office. They are to be maintained upright throughout use, are not allowed to overfill, and are to be replaced routinely. The containers are to be kept secured and out of the reach of students at all times. The containers can be ordered from the District's warehouse.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(REGULATION)

EXEMPTION FROM
SIGNAGE
REQUIREMENTS

As established by the Texas Department of Health, school districts are exempt from the signage requirements of the Texas Health and Safety Code, Chapter 81, Subchapter H, and rules and regulations promulgated thereunder.

WORK AREA
RESTRICTIONS

In work areas where there is a reasonable likelihood of exposure to blood or other potentially infectious materials, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. These areas include the school health office, the trainer's office, and special education classroom areas where personal care of students takes place (changing tables, restrooms). Food and beverages may not be kept in refrigerators, freezers, shelves, cabinets, or on counter/bench tops where blood or other potentially infectious materials are present. All procedures conducted in these work areas are to be conducted in a manner to minimize splashing, spraying, splattering, and generation of droplets of blood or other potentially infectious body fluids. Mouth pipetting/suctioning of blood or other potentially infectious materials is prohibited.

HANDLING OF BODY
FLUIDS

During procedures involving body fluids, such as catheterizations, ostomy changing, gastric feedings, and diaper changing, articles contaminated with potentially infectious body fluids are to be placed in a leak-proof container for collection and handling. Red hazardous waste bags are available from the warehouse for the disposal of contaminated articles. These red bags are to be sealed after use, and placed into another plastic bag for disposal. Specimens of blood and other potentially infectious body substances may not be collected or stored.

CONTAMINATED
EQUIPMENT

Equipment that may become contaminated with blood or other potentially infectious materials is examined before reuse or servicing and decontaminated as necessary unless the decontamination of the equipment is not feasible. The equipment is cleaned with soap and water first, then soaked in a chemical germicide for 15-20 minutes before rinsing with water and drying thoroughly.

PERSONAL
PROTECTIVE
EQUIPMENT

All personal protective equipment used is provided without cost to employees. Personal protective equipment is chosen based on the anticipated exposure to blood or other potentially infectious body fluids. The protective equipment is considered appropriate only if it does not permit blood or other potentially infectious body fluids to pass through or reach the employee's clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of the time which the protective equipment is used. Examples of personal protective equipment used in the District include gloves (latex or vinyl), eyewear with side shields, aprons, masks, face shields, and resuscitation masks. All personal protective equipment is fluid resistant.

All garments that are penetrated by blood are removed immediately or as soon as feasible and placed in the appropriate container. All personal protective equipment is removed prior to leaving the work area and placed in a lined trash container. Hand washing is done as soon as feasible after removing gloves and other personal protective equipment.

Gloves are worn where it is reasonably anticipated that employees will have hand contact with blood, other potentially infectious body fluids, nonintact skin and mucous membranes, or contaminated surfaces. Latex sensitive employees are provided with suitable alternative personal protective equipment.

Disposable gloves are not to be washed or decontaminated for reuse and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn or punctured, or when their ability to function as a barrier is compromised.

Utility gloves are to be worn when handling contaminated materials or cleaning contaminated surfaces or tools. Utility gloves may be decontaminated for reuse provided that the integrity of the glove is not compromised. Utility gloves are discarded if they are cracked, peeling, torn, punctured, exhibit other signs of deterioration, or when their ability to function as a barrier is compromised.

Masks in combination with eye protection devices, such as goggles and face shields, are required to be worn whenever splashes, spray, splatter, or droplets of blood or other potentially infectious body fluids may be generated, and eye, nose, or mouth contamination can be reasonably anticipated. Resuscitation masks are to be used by school nurses and trainers in the delivery of CPR. All other employees trained in CPR are required to do so also. Resuscitation masks are to be cleaned for reuse and filters changed according to the manufacturer's directions.

HOUSEKEEPING

Custodial personnel shall ensure that the work-site is maintained in a clean and sanitary condition. The head custodian of each facility, subject to the review and approval of the director of custodial operations shall determine and implement an appropriate written schedule for cleaning and method of decontamination based upon the location within the facility, the type of surface to be cleaned, type of soil present, and tasks or procedures being performed in the area. All equipment, work surfaces, and facility surfaces such as floors and walls, will be properly cleaned and decontaminated with an EPA-approved germicide immediately or as soon as feasible after any spill of blood or other potentially infectious body fluids.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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DBB
(REGULATION)

Protective coverings used to cover equipment and environmental surfaces are removed and replaced as soon as feasible when they become contaminated.

All bins, pails, cans, and similar receptacles are inspected and decontaminated on a regularly scheduled basis.

Any broken glassware that may be contaminated with blood or other potentially infectious body fluids is not to be picked up directly with the hands. Mechanical means such as tongs or brush and dustpan will be used to pick up contaminated glassware or other sharps.

REGULATED WASTE
DISPOSAL

All contaminated sharps are discarded as soon as feasible in sharps containers located in the school nurse's office or the trainer's office.

Contaminated waste, other than sharps, is placed in leak-proof plastic bags or red hazardous material bags and closed securely. The bags are then placed into another leak-proof plastic bag and sealed for usual disposal (double-bagged). Filled sharps containers will be disposed of properly by notifying the hazardous materials officer.

LAUNDRY
PROCEDURES

Soiled linen contaminated with blood or other potentially infectious body fluids is separated from other soiled linen and placed in a plastic bag for handling. Grossly contaminated articles may need to be presoaked in cold water. Contaminated linen should be washed separately in hot water using commercial detergent with bleach added (to the extent feasible) as an extra margin of safety. After washing and bleaching, the linens should be dried on the hottest possible setting.

HEPATITIS B VACCINE

All employees who have been identified as having occupational exposure to blood or other potentially infectious materials are offered the hepatitis B vaccine, at no cost to the employee, under the supervision of a licensed healthcare professional. The vaccine is offered after bloodborne pathogens training and within ten working days of initial assignment to work unless the employee has previously received the complete hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons. Contraindication to the vaccine is for those employees who have an allergy to yeast or thiomersal, who are pregnant, or who are currently undergoing immunosuppressive therapy. Employees will receive the vaccine at Wainwright Family Resource Center. Written consent will be obtained from each employee receiving the vaccine. [See DBB (EXHIBIT A)]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(REGULATION)

POSTEXPOSURE
EVALUATION AND
FOLLOW UP

Employees who decline the hepatitis B vaccine sign a declination statement. [See DBB(EXHIBIT B)] Employees who initially decline the vaccine but who later elect to receive it may then have the vaccine provided at no cost.

When an employee incurs an exposure incident through contact with blood or other potentially infectious materials, it should be reported at once to the school nurse (campus employees) or the assistant director of Health Services (central office employees). The nurse will evaluate the incident to ascertain that the employee has truly been exposed to blood or other potentially infectious body fluids through a splash in the eye, mouth, or other mucous membranes, through a break in the skin, or through piercing of the skin or mucous membrane with a sharp. The school nurse will verify that the contaminated area has been thoroughly washed with soap and water or flushed with water as appropriate prior to administering necessary first aid.

The school nurse will complete the contaminated sharps injury reporting form [see DBB(EXHIBIT C)] if the employee incurred an exposure through penetration of the skin or mucous membrane with a needle or other sharp. The school nurse will document any other exposure incident not caused by a sharp on the Accident Report for On-the-Job Injuries Form. The school nurse will call risk management to report the exposure and forward documentation immediately.

Human Resources, through Risk Management/Employee Benefits, will offer all employees who incur an exposure incident a confidential medical evaluation and follow up through a designated occupational clinic as follows:

1. Documentation of the route(s) of exposure and the circumstances related to the incident as defined above. A copy of the Contaminated Sharps Injury Reporting form will be sent to the local Texas Department of Health Office not later than ten working days after the end of the calendar month in which the exposure occurred.
2. Identification and documentation of the source individual, unless it is established that identification is infeasible or prohibited by state or local law. After obtaining consent, unless law allows testing without consent, the blood of the source individual should be tested for HIV/HBV/HCV infectivity, unless it is established that testing of the source is infeasible or prohibited by state or local law.
3. The results of testing of the source individual are made available to the exposed employee with the employee informed

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DBB
(REGULATION)

about the applicable laws and regulations concerning disclosure of the identity and infectivity of the source individual.

4. The employee is offered the option of having his or her blood collected for testing of the employee's HIV/HBV/HCV serological status. The blood sample is preserved for at least 90 days to allow the employee to decide if the blood would be tested for HIV serological status. If the employee decides prior to that time that the testing will be conducted, then testing is done as soon as feasible.
5. The employee is offered postexposure prophylaxis in accordance with the current recommendations of the U.S. Public Health Service.
6. The employee is given appropriate counseling concerning infection status, results and interpretations of tests, and precautions to take during the period after the exposure incident. The employee is informed about what potential illnesses can develop and to seek early medical evaluation and subsequent treatment.

INTERACTION WITH
HEALTHCARE
PROFESSIONALS

Risk management will obtain a written opinion from a designated occupational clinic who evaluates employees of the District after an exposure incident. In order for the occupational clinic to adequately evaluate the employee, the health care professional is provided with:

1. A copy of the District's exposure control plan;
2. A description of the exposed employee's duties (job description) as they relate to the exposure incident;
3. Documentation of the route(s) of exposure and circumstances under which the exposure occurred;
4. Results of the source individual's blood tests (if available); and,
5. Medical records relevant to the appropriate treatment of the employee.

Written opinions are obtained from the healthcare professional in the following instances:

1. When the employee is sent to obtain the hepatitis B vaccine, or
2. Whenever the employee is sent to a healthcare professional following an exposure incident.

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Healthcare professionals are instructed to limit their written opinions to:

1. Whether the hepatitis B vaccine is indicated;
2. Whether the employee has received the vaccine;
3. The evaluation following an exposure incident;
4. Whether the employee has been informed of the results of the evaluation;
5. Whether the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment (all other findings or diagnosis shall remain confidential and shall not be included in the written report); and,
6. Whether the healthcare professional's written opinion is provided to the employee within 15 days of completion of the evaluation.

TRAINING

Departmental administrators will provide training for employees identified at risk for occupational exposure to bloodborne pathogens prior to initial assignment and within ten days of employment. This training is to be repeated every year thereafter. It is also recommended by the Texas Department of Health that all District employees receive annual training on the risk of exposure to bloodborne pathogens.

Training for at-risk employees is conducted by a person knowledgeable in the subject matter and includes an explanation of the following:

1. Title 25, Texas Administrative Code, Chapter 96, Bloodborne Pathogen control;
2. OSHA Bloodborne Pathogen final rule;
3. Epidemiology and symptomatology of bloodborne diseases;
4. Modes of transmission of bloodborne pathogens;
5. The District Exposure Control Plan (i.e., points of the plan, lines of responsibility, how the plan will be implemented, where to access the plan, etc.);
6. Procedures which might cause exposure to blood or other potentially infectious materials at the District;
7. Control methods which are used to control exposure to blood or other potentially infectious body fluids;

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8. Personal protective equipment available (types, use, location, etc.);
9. Hepatitis B vaccine program offered;
10. Procedures to follow in an emergency involving blood or other potentially infectious materials;
11. Procedures to follow if an exposure incident occurs, to include U.S. Public Health Service postexposure prophylaxis guidelines;
12. Postexposure evaluation and follow up;
13. An opportunity to ask questions with the individual conducting the training.

RECORDKEEPING

According to OSHA's bloodborne pathogens standards, records documenting training of employees must be maintained by the District for three years. Campus and departmental administrators will maintain training records. [See DBB(EXHIBIT D)] Postexposure medical records, due to their confidentiality, will not be placed within the employee's personnel records. They will be maintained by risk management for a period of at least five years.

Consents and declinations for the hepatitis B immunization series will be forwarded by the accountable administrator to Human Resources for filing in the employee's personnel file. These records will be maintained for the duration of the individual's employment or for a period of five years.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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DBB
(EXHIBIT)

See the following pages for exhibits regarding:

- Exhibit A: Hepatitis B - Consent to Vaccination [English and Spanish]
- Exhibit B: Hepatitis B - Declining Vaccination [English and Spanish]
- Exhibit C: Contaminated Sharps Injury Reporting Form
- Exhibit D: Documentation of Annual Training - Bloodborne Pathogens Exposure Control Plan
- Exhibit E: Bloodborne Pathogens Action Plan Summary

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

EXHIBIT A

HEPATITIS B CONSENT/RECORD

Employee Name _____
(Print) Last, First, MI

Social Security # _____

School/Unit _____

Job Title _____

Consent

I have chosen to receive the hepatitis B vaccination due to my possible occupational exposure to blood or other potentially infectious material that may place me at risk for hepatitis B virus (HBV) infection. I have no known sensitivity to yeast or any other preservatives, am not pregnant, have not had a previous hepatitis B infection, or am not currently receiving immunosuppressive therapy. I have been given written informational materials explaining the benefits and risks involved in receiving the hepatitis B vaccination. I understand that the District is not responsible for any reactions caused by this vaccine.

Employee Signature

Date

Record of HBV Vaccination

Dose Number	Date	Lot Number	Given By	Next Dose Due
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Other

Documentation of Previous Vaccination:

Copy Attached _____ Date _____

Results of Antibody Testing:

Copy Attached _____ Date _____

Documentation of Medical Contraindication:

Copy Attached _____ Date _____

(Forward completed form to unit/school administrator)

CONSENTIMIENTO/ARCHIVO DE HEPATITIS B

Nombre de Empleado _____
(Letra de Molde) Apellido, Primer Nombre, Inicial de Segundo Nombre

Numero de Seguro Social _____

Escuela/Departamento _____ Titulo de Empleo _____

CONSENTIMIENTO

Yo he elegido recibir la vacuna de la hepatitis B debido a la posibilidad que existe en mi trabajo a la exposicion de sangre o otros materiales posiblemente contagiosos que me puedan poner a riesgo a la infeccion de la virus de hepatitis B (HBV). Que yo sepa, no tengo ninguna sensibilidad a levadura o a ningun otro preservativo, no estoy embarazada, no he tenido una infeccion de hepatitis B anteriormente, y no estoy ahora recibiendo terapia inmunosupresiva. Me han dado materiales informativos explicando los beneficios y riesgos involucrados al recibir la vacuna de hepatitis B. Yo entiendo que el distrito no es responsable por ninguna reaccion causada por esta vacuna.

Firma de Empleado

Fecha

Archivo de Vacuna HBV

Dosis	Fecha	Lote	Fecha de Siguiete Dosis	Dado por
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Other

Documentacion de Anterior Vacuna:

Copia Adjunta _____ Fecha _____

Resultados de Examen Anticuerpo:

Copia Adjunta _____ Fecha _____

Documentacion de Contraindicacion Medica:

Copia Adjunta _____ Fecha _____

(Envie esta forma a su departamento/director escolar)

EXHIBIT B

HEPATITIS B VACCINATION
DECLINATION STATEMENT

Employee Name _____
(Print) Last, First, MI

Social Security # _____

School/Unit _____

Job Title _____

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with the hepatitis B vaccine at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining the vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with the hepatitis B vaccine, I can receive the vaccination series at no charge to myself.

Employee Signature _____

Date _____

Witness _____

Witness Job Title _____

Date _____

(Forward completed form to unit/school administrator.)

VACUNACION DE HEPATITIS B
DECLARACION DE RECHAZO

Nombre de Empleado _____
(Letra de Molde) Apellido, Primer Nombre, Inicial de Segundo Nombre

Numero de Seguro Social _____

Escuela/Departamento _____

Titulo de Empleo _____

Yo entiendo que debido a la exposicion de sangre o otros materiales contagiosos que existen en mi trabajo, puedo estar a riesgo de contraer la virus de hepatitis B (HBV). Me han dado la oportunidad de ser vacunado contra hepatitis B sin ningun costo para mi. Sin embargo, yo voy a rechazar la vacuna por ahora. Yo entiendo que al rechazar la vacuna sigo teniendo el riesgo de contraer la hepatitis B, una enfermedad muy grave. Si en el futuro, yo sigo estando expuesto en mi trabajo, a sangre o otros materiales contagiosos y quiero ser vacunado contra la hepatitis B, yo puedo recibir la serie de vacunas sin ningun costo para mi.

Firma de Empleado _____

Fecha _____

Firma de Testigo _____

Fecha _____

Titulo de Empleo de Testigo _____

(Envie esta forma a su departamento/director escolar)

El Paso ISD
071902

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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DBB
(EXHIBIT)

EXHIBIT C

TEXAS DEPARTMENT OF HEALTH
Contaminated Sharps Injury Reporting Form

Click or enter the URL below to view and/or print the Injury Reporting Form:

http://www.tdh.state.tx.us/ideas/report/sharps_e.pdf

To view the document you must have [Acrobat Reader](#) installed.

EXHIBIT D

DOCUMENTATION OF ANNUAL TRAINING
BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

By my signature below, I acknowledge that I have received information and training regarding:

1. Chapter 96, Bloodborne Pathogen Control;
2. OSHA Bloodborne Pathogen Final Rule;
3. Epidemiology and symptomatology of bloodborne diseases;
4. Modes of transmission of bloodborne pathogens;
5. EPISD Exposure Control Plan;
6. Procedures which might cause exposure to blood or other potentially infectious materials at EPISD;
7. Control methods which are used to control exposure to blood or other potentially infectious body fluids;
8. Personal protective equipment available;
9. Hepatitis B vaccine program offered;
10. Procedures to follow in an emergency involving blood or other potentially infectious body fluids;
11. Procedures to follow if an exposure incident occurs, to include U.S. Public Health Service Postexposure Prophylaxis Guidelines;
12. Postexposure evaluation and follow up; and
13. An opportunity to ask questions with the individual conducting the training.

The training session was conducted by _____

Qualifications of individual conducting training session _____

Training Date _____

Length of Training Session _____

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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EXHIBIT E

BLOODBORNE PATHOGENS ACTION PLAN SUMMARY

Action	Targeted Employees	Accountable Administrator	Schedule
Follow Standard Precautions. Avoid direct contact with potentially hazardous blood and body fluids of others. Wash hands frequently. Use personal protective equipment when contact with blood or other potentially infectious body fluids is anticipated.	All employees in EPISD.		Daily.
Provide inservice on BBP upon employment. Hepatitis B vaccine series started, or proof of previous vaccination, or declination obtained upon employment.	School nurses and substitutes. Trainers. Select paraprofessionals in special education. Health occupations teachers.	Asst. Director, Health Services. Director, Athletics. Executive Director, Special Services. Silva Management and CTE principals.	Within ten working days of employment and prior to initial assignment to tasks involving exposure.
Report exposure incident to school nurse or Asst. Director, Health Services.	All employees who have been exposed to blood/body fluids.		Immediately following exposure incident.
Assess exposure, thoroughly cleanse exposed body part, and administer first aid.	All employees who have been exposed to blood/body fluids.	School nurse. Asst. Director, Health Services.	Immediately following exposure incident.
Complete Contaminated Sharps Injury Reporting Form. Call Risk Mgmt.	All employees who have had an exposure incident caused by a sharp.	School nurse. Asst. Director, Health Services.	Immediately following exposure incident. Follow with call to Risk Mgmt.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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Action	Targeted Employees	Accountable Administrator	Schedule
Complete On the Job Injury Form. Call Risk Mgmt.	All employees who have been exposed to blood/body fluids by means other than a sharp.	School nurse. Asst. Director, Health Services.	Immediately following exposure incident. Follow with call to Risk Mgmt.
Forward a copy of the Contaminated Sharps Injury Reporting Form to local TDH office.		Director, Risk Mgmt.	Not later than ten working days after the end of the calendar month in which the employee's exposure occurred.
Offer confidential medical evaluation as specified in BBP plan.	All employees who have been exposed to blood/body fluids.	Director, Risk Mgmt.	Upon notification that an exposure has occurred.
Obtain written opinion of healthcare professional. Provide a copy to employee who had exposure incident.	All employees who have been exposed to blood/body fluids.	Director, Risk Mgmt.	Copy to employee within 15 days of completion of medical evaluation.
Maintain medical records of employee who had exposure incident.	All employees who have been exposed to blood/body fluids.	Director, Risk Mgmt.	Records are to be kept separate from personnel records and kept for five years.
Provide annual training of BBP and the BBP plan.	School nurses and substitutes. Trainers. Select paraprofessionals in special education. Health occupation teachers.	Asst. Director, Health Services. Director, Athletics. Exec. Dir., Special Services. Silva Magnet and CCTE principals.	Mandated annually.
Provide annual training of BBP and the BBP plan.	Recommended by TDH for all other district employees.	Unit administrators. School nurses and principals.	Recommended annually, preferably at the beginning of the new school year.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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Action	Targeted Employees	Accountable Administrator	Schedule
Maintain annual training records.	School nurses and substitutes. Trainers. Select paraprofessionals in special education. Health occupations teachers.	Asst. Director, Health Services. Director, Athletics. Exec. Dir., Special Services. Silva Magnet and CTE principals.	Mandated to be maintained for three years.
	All other employees not listed above.	Unit administrators. School nurses and principals.	Mandated to be maintained for three years.
Maintain immunization records/declinations.	All immunized employees.	Associate Superintendent, Human Resources.	Mandated to be maintained for duration of employment or at least five years.
Maintain exposure incident and medical treatment records.	All employees with an exposure incident.	Director, Risk Mgmt.	Mandated to be maintained for duration of employment or at least five years.
Dispose of sharps containers and/or hazardous materials waste.	School nurses. Trainers. Asst. Dir., Health Services.	Hazardous Materials Officer.	At the end of each semester and as needed throughout the school year.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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RESTRICTION ON
PUBLIC SERVANTS —
PENAL CODE

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

BRIBERY

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

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

Penal Code 36.01(3), 36.02

ILLEGAL GIFTS

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

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

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EXCEPTIONS

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

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

Penal Code 36.10

HONORARIA AND
EXPENSES

3. A public servant commits a Class A misdemeanor offense if the public servant solicits, accepts, or agrees to accept an honorarium in consideration for services that the public servant would not have been requested to provide but for the public servant's official position or duties. However, a public servant is not prohibited from accepting transportation and lodging expenses or meals in connection with a conference or similar event in which the public servant renders services,

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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such as addressing an audience or engaging in a seminar, to the extent those services are more than merely perfunctory.
Penal Code 36.07

ABUSE OF PUBLIC
EMPLOYMENT

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

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

"Misuse" means to deal with property contrary to:

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

Penal Code 39.01(2)

TEXTBOOK
VIOLATIONS —
COMMISSIONS

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

TEXTBOOK
VIOLATIONS —
CONFLICT

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

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

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

Education Code 31.152(b)–(d)

TEXTBOOK
VIOLATIONS —
PURCHASE AND
DISTRIBUTION

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

HOLDING CIVIL
OFFICE

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

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

CONFLICT
DISCLOSURE
STATEMENT

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

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

Local Gov't Code 176.005

DEFINITION OF
“CONTRACT”

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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PERSONAL SERVICES
PERFORMED BY
SUPERINTENDENT

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

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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These provisions shall govern those employee conflict of interest situations not already prohibited by Board policies DBD(LEGAL), CBB(LEGAL), the legal provisions cited therein, the Code of Ethics and Standard Practices for Texas Educators at DH(EXHIBIT), or other legal provisions.

A District employee shall not directly or indirectly use coercive means, promise special treatment, or capitalize upon his or her position in order to influence professional decisions, purchases, adoptions, or colleagues. It is a violation of ethics for any employee to use his or her position with the District to seek personal or professional advantage. [See DH(EXHIBIT)]

The District has an obligation to eliminate or restrict all transactions that would indicate an apparent conflict of interest involving the District and any employee. Therefore, the District shall not enter into any business transactions or negotiations for services or for the purchase of any product with any of its employees, whether the employee is acting as an agent for any vendor or for his or her own interest in any separate business, except as expressly permitted by this policy.

DEFINITIONS

For purposes of this policy the following definitions are provided:

CONFLICT OF INTEREST

A conflict of interest is a situation in which the personal interests of a contractor or District employee are, or appear to be, at odds with the best interests of the District.

A conflict of interest arises when a District employee holds an interest in, is an employee of, and/or consultant with, another business if that business is a supplier of products or professional service to the District, employees, or students. Under certain circumstances, however, such conflict may be waived after full disclosure, as discussed further below.

BUSINESS OWNERSHIP

Business ownership shall be defined as any percentage interest of ownership in a business by an employee or his or her immediate family.

IMMEDIATE FAMILY

For the purpose of this policy, "immediate family" shall include persons related to an employee in the first degree by consanguinity (blood) and affinity (marriage). Relationships by consanguinity include an employee's parents and children; relationships by affinity include an employee's spouse and the spouse's parents and children.

DISCLAIMER

A disclaimer is a statement to the effect that an employee (or his or her immediate family) has no business interest in any entity conducting or planning to conduct business with the District.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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DISCLOSURE	<p>A disclosure is a statement that makes known and explains an employee's (or his or her immediate family's) business interest (ownership or employment) in an entity conducting or planning to conduct business with the District.</p>
AFFIDAVIT / DISCLOSURE OF OWNERSHIP OR EMPLOYMENT	<p>The following steps shall be followed by District staff in complying with the District's conflict of interest policy:</p> <ol style="list-style-type: none">1. Personnel with primary purchasing responsibilities (employees with budget authority) shall file an affidavit with the District's director for purchasing.2. The director for purchasing shall submit a statement to the chief business officer for business services that discloses potential conflict of interest from personnel with primary purchasing responsibilities.3. The aforementioned statement (that includes a listing of affidavits for employees with primary purchasing responsibilities) shall be approved by the Superintendent and submitted for approval by the Board at the beginning of the fiscal year. Any additions to that document shall also be submitted for Board approval.4. Purchasing transactions shall be reviewed periodically (at least annually) under the direction of the Superintendent to ensure that conflicts of interest do not exist.
REQUIREMENTS AND RESTRICTIONS	<p>The District shall make no purchase, either directly or indirectly, of labor, services, supplies, materials, equipment, or real estate from a District employee or from a business owned by a District employee or his or her immediate family.</p>
EXCEPTIONS	<p>If labor, services, supplies, materials, equipment, or real estate cannot be acquired from other sources or the price from other sources is greater than that of the business owned by an employee or his or her immediate family, then purchases may be made from this business after full disclosure and Board approval of said disclosure(s). Evidence must show that such labor, services, supplies, materials, equipment, or real estate are needed. Exceptions shall be made for businesses owned by employees when such employees have qualified and are chosen as certified vendors through an established cooperative purchase program approved by the Board.</p> <p>An employee without primary purchasing responsibilities shall file an affidavit [see DBD(EXHIBIT)] with the director for purchasing stating the nature of the business. The District shall not purchase from a business unless that affidavit is on file in the purchasing department. A list of all affidavits shall be approved by the Superin-</p>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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tendent and submitted for approval by the Board at the beginning of the fiscal year. Any additions to that list shall be submitted for Board approval.

No employee of the District shall engage in any activity, commercial or otherwise, that would compromise the employee's ability to perform his or her duties and responsibilities. More specifically, no employee of the District shall:

1. Solicit or accept any gift, favor, or service that might reasonably tend to influence him or her in the discharge of official duties or that the employee knows or should know is being offered with the intent to influence his or her official conduct.
2. Accept any employment or engage in any business, professional, or social activity that could reasonably be expected to require or induce the employee to disclose confidential information acquired by reason of his or her official position.
3. Accept other employment or compensation that could reasonably be expected to impair the employee's independence of judgment in the performance of official duties.
4. Make personal investments that could reasonably be expected to create a conflict between the employee's private interest and the public interest.
5. Intentionally or knowingly solicit, accept, or agree to accept, any benefit for having exercised official powers or performed official duties in favor of or against another.

For restrictions relating to consultant services refer to DBF (LOCAL).

ENDORSEMENTS

Employees shall not recommend, endorse, or require students to purchase any product, material, or service in which they have a financial interest or that is sold by a company that employs the District employee during nonschool hours. Professional employees shall not recommend or require students to purchase a specific brand of school supplies if there are other brands that are equal and suitable for the intended instructional purpose.

SALES

Employees shall not use their positions with the District to gain entrance to a home within the District or to obtain an audience with any District resident for the purpose of attempting to sell products or services.

TEXTBOOKS

In the event any textbook recommended by the local textbook adoption committee is written, endorsed, or sponsored (in whole or in part) by any current or former employee of the District, an ad hoc

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

committee composed of the Superintendent, the executive director for kindergarten-grade 12 curriculum, and a facilitator in the applicable field selected by the Superintendent shall review the recommended selection and shall advise the Board regarding the selection.

GIFTS

District employees and their immediate families shall not accept any gift, favor, loan, or service that could influence the employee in the discharge of official duties.

District employees and their immediate families may accept the items listed below from those soliciting business relationships with the District or those already doing business with the District, providing acceptance is in keeping with good ethics and does not place the recipient under obligations to the giver.

1. Unsolicited gifts that are appropriate for ceremonial occasions or official events with a nominal intrinsic value of less than \$50.
2. Unsolicited occasional business meals of nominal intrinsic value accepted as a guest.
3. Unsolicited infrequent entertainment or social invitations of nominal intrinsic value accepted as a guest.
4. Unsolicited advertising novelty or merchandise gifts of nominal intrinsic value (\$25 or less).

Under no circumstances may a District employee or immediate family member accept cash or a negotiable instrument (e.g.: check, draft, note, money order, and the like) in any amount. Employees shall obtain the Superintendent's prior approval for any vendor-related business trips to be accepted as a guest and before accepting any trips in which a vendor is paying all or a portion of the expenses (food, lodging, transportation, or entertainment). The Superintendent shall obtain prior approval from the Board before accepting similar trips for himself or herself.

VIOLATION OF POLICY

All documentation and information concerning an infraction of policy shall be referred to the Superintendent or designee for investigation. Employees found in violation of this policy shall be subject to disciplinary action that may include termination of employment.

EL PASO INDEPENDENT SCHOOL DISTRICT

AFFIDAVIT

EMPLOYEE DISCLOSURE OF INTEREST IN A BUSINESS ENTITY

STATE OF TEXAS
COUNTY OF EL PASO

I, (NAME) _____ as an employee of the El Paso Independent School District make this affidavit and hereby on oath state the following:

DISCLAIMER

I am not employed by any business entity that conducts or plans to conduct business with the District and do not own, directly or indirectly (through immediate family) a business entity that conducts or plans to conduct business with the District.

DISCLOSURE

Ownership:

("I" OR NAME OF RELATIVE AND RELATIONSHIP) _____ have/has an interest in this business entity or real property as defined in policy DBD(LOCAL).

The business entity or real property is (NAME AND ADDRESS OF BUSINESS OR DESCRIPTION OF PROPERTY): _____

_____ This business entity is interested in selling the following supplies, labor, services, materials, equipment, or real estate to the District:

Employment:

[] I, (NAME) _____, am employed by the following vendor who plans to or is currently conducting business with the District:

_____ Upon the filing of this affidavit, I affirm that I shall abstain from participation in any decision involving this business entity or real property.

Signed this _____ day of _____, 20_____

Signature of Employee _____ Title _____

El Paso ISD
071902

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(EXHIBIT)

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, this day personally appeared _____
and on oath stated that the above-stated facts are true to the best of (his or her) knowledge
and belief.

Sworn to and subscribed before me on this _____ day of _____,
20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____

Please submit all forms to the chief business officer for central processing and distribution.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

DEFINITION In this policy, the term “appoint” includes appointing, confirming the appointment of, and voting to appoint or confirm the appointment of a person.

NEPOTISM PROHIBITED Except as provided by this policy, a public official may not appoint a person to a position that is to be directly or indirectly compensated from public funds or fees of office if:

1. The person is related to the public official by consanguinity (blood) within the third degree or by affinity (marriage) within the second degree [see below]; or
2. The public official holds the appointment or confirmation authority as a member of a local board and the person is related to another member of the board by blood or marriage within a prohibited degree.

Gov't Code 573.002, 573.041; Atty. Gen. Op. JC-0184 (2000)

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

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

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

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

Education Code 11.1513(f); Atty. Gen. Op. GA-123 (2003) [See BBFA]

COMPENSATION OF PROHIBITED EMPLOYEE A public official may not approve an account or draw or authorize the drawing of a warrant or order to pay the compensation of an ineligible person if the official knows the person is ineligible. *Gov't Code 573.083*

CONSANGUINITY Two persons are related to each other by consanguinity (blood) if one is a descendant of the other or if they share a common ancestor. An adopted child is considered to be a child of the adoptive parents for this purpose. *Gov't Code 573.022*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

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

1. Parent or child (first degree);
2. Brother, sister, grandparent, or grandchild (second degree); and
3. Great-grandparent, great-grandchild, aunt or uncle (who is a sibling of a parent of the person), nephew or niece (who is a child of a brother or sister of the person) (third degree).

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

HALF-BLOOD
RELATIVES

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

AFFINITY

Two persons are related to each other by affinity (marriage) if they are married to each other or if the spouse of one of the persons is related by consanguinity to the other person.

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

Gov't Code 573.024

A husband and wife are related to each other in the first degree by affinity. For other relationships, the degree of affinity is the same as the degree of the underlying relationship by consanguinity. For example, if two persons are related to each other in the second degree by consanguinity, the spouse of one of the persons is related to the other person in the second degree by affinity.

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

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

Gov't Code 573.025

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

EFFECT OF TRUSTEE
RESIGNATION

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

EXCEPTIONS
CONTINUOUS
EMPLOYMENT
(‘GRANDFATHER
CLAUSE’)

The nepotism prohibitions do not apply to the appointment of a person to a position if the person is employed in the position immediately before the election or appointment of the public official to whom the person is related in a prohibited degree and that prior employment is continuous for at least:

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

Gov't Code 573.062(a)

RETIREEES

A teacher who has retired from a full-time, certified teacher position has broken his or her employment with the District and does not qualify for the continuous-employment exception to the nepotism laws. *Atty. Gen. Op. JC-0442 (2001)*

For purposes of calculating the appropriate date for the applicability of the continuous-employment exception, a superintendent with final authority to select personnel is an appointed public official. *Atty. Gen. Op. GA-0177 (2004)*

ABSTENTION

If an employee continues in a position under this exception, the public official to whom the employee is related in a prohibited degree may not participate in any deliberation or voting on the appointment, reappointment, employment, reemployment, change in status, compensation, or dismissal of the employee, if the action applies only to the employee and is not taken regarding a bona fide class or category of employees. *Gov't Code 573.062(b)*

A “change in status” includes a reassignment within an organization, whether or not a change in salary level accompanies the reassignment. *Atty. Gen. Op. JC-0193 (2000)*

For an action to be “taken with respect to a bona fide category of employees,” the officeholder’s action must be based on objective criteria, which do not allow for the preference or discretion of the officeholder. *Atty. Gen. Op. DM-46 (1991)*

SUBSTITUTE
TEACHER

The nepotism prohibitions do not apply to appointment or employment of a substitute teacher. *Gov't Code 573.061*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(LEGAL)

TRADING

A public official may not appoint a person to a position in which the person's services are under the public official's direction or control and that is to be compensated directly or indirectly from public funds or fees of office if:

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

Gov't Code 573.044

FEDERAL FUNDS

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

PENALTIES

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

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

These illustrations depict the relationships that violate the nepotism law.

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

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

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

OR

Board member's spouse is prospective employee's:

OR

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

First Degree	Parent	Child		
Second Degree	Grandparent	Grandchild	Sister/Brother	

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NONSCHOOL EMPLOYMENT

DBF
(LOCAL)

NONDISTRICT
EMPLOYMENT

An employee shall not engage in any outside business or employment that may interfere with the employee's assigned duties or regularly assigned hours of work.

Coaching or tutoring of students for pay is permitted off campus provided the student is not coached or tutored in a subject by a certified employee who is at the time teaching the student the subject. As an exception to the above rule, fine arts teachers may provide private lessons for pay to their own students as long as it is not done on school property. The District's tutorial program is exempt from the above.

PUBLIC OFFICE

An employee who is appointed or elected to public office will not be compensated by the District for the time that the employee must devote to the appointed or elected public office. The Superintendent, on a case-by-case basis, has the initial responsibility of determining whether the employee's other obligations are so great that they are incompatible with continuing to be a full-time District employee. If the Superintendent determines that the other obligations are incompatible, then such an employee will be required to take a leave of absence without pay for the term of office to which the employee is appointed or elected. The Superintendent's decision is appealable to the Board through the District's employee complaints and grievance process. [See DGBA]

No employee may be employed as an election judge or clerk during his or her hours on duty. No employee may serve as an election official for a school bond election or Board election.

CONSULTANT
SERVICE

The following shall apply:

1. All requests to serve as a consultant for another educational institution must be submitted by the requesting institution to the Superintendent. Such applications must be submitted far enough in advance so arrangements can be made for the absence.
2. An employee may be allowed to serve as a consultant a maximum of five duty days in a school year.
3. When an employee is approved and accepts a consultant assignment for another educational institution and is to be paid for his or her services, the employee may choose the consultant fee or the regular salary. If the employee accepts the consultant fee, he or she will be docked for the time off duty in order to serve as a consultant. If the employee chooses to be paid the District salary, any compensation paid for the employee's services must be turned in to the District's business office for deposit in the District's general account. Employees

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NONSCHOOL EMPLOYMENT

DBF
(LOCAL)

may accept reimbursement for actual out-of-pocket expenses incurred for travel to and from and per diem paid by the other educational institution.

4. Employees are at liberty to make whatever commitments they choose, and under such conditions as they may wish, during their vacation or nonduty periods. Employees may serve as consultants for organizations other than other educational institutions only during their vacation or nonduty periods. [See DCB(REGULATION) regarding nonduty days]
5. No part of the District's locally allocated travel allotment may be used by an employee when working with or for another educational institution. All travel costs must be borne by either the employee or the other educational institution.
6. None of the above provisions applies to requests from TEA. Such requests will be handled individually between the Superintendent and the person whose services are requested.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NONSCHOOL EMPLOYMENT

DBF
(REGULATION)

NONDISTRICT
EMPLOYMENT

Students may not be required to take private lessons from their campus fine arts instructor.

Students should be notified of available private instruction throughout the city and teachers should maintain an updated list of city-wide fine arts instructors. When possible, students should first seek private instruction from a tutor who is not their regular campus instructor. The campus instructor should be employed as a private instructor only as a last option if other instructors are not available.

The District recommends that any arrangements for private lessons be made in writing with the parent, student, and teacher.

No student may be required by the District to enroll in private instruction.

EMPLOYMENT PRACTICES

DC
(LEGAL)

EMPLOYMENT POLICIES	The Board shall adopt a policy providing for the employment and duties of District personnel. The policy shall provide that:
SUPERINTENDENT	1. The Board employs and evaluates the Superintendent;
SELECTION OF PERSONNEL	2. The Superintendent has sole authority to make recommendations to the Board regarding the selection of all personnel, except that the Board may delegate final authority for those decisions to the Superintendent [see SUPERINTENDENT RECOMMENDATIONS, below];
CAMPUS ASSIGNMENTS	3. Each principal must approve each teacher or staff appointment to the principal's campus as provided by Education Code 11.202 [see DK and DP]; and
JOB POSTINGS	4. Notice will be provided of vacant positions [see POSTING OF VACANCIES, below].
EMPLOYEE GRIEVANCES	<p>The employment policy must provide each employee with the right to present grievances to the Board. [See DGBA]</p> <p>The policy may not restrict the ability of an employee to communicate directly with a member of the Board regarding a matter relating to the operation of the District, except that the policy may prohibit ex parte communication relating to:</p> <ol style="list-style-type: none">1. A hearing under Education Code Chapter 21, Subchapter E (Term Contracts) or F (Hearing Examiners); and2. Another appeal or hearing in which ex parte communication would be inappropriate pending a final decision by the Board. <p><i>Education Code 11.1513</i></p>
CONTRACT POSITIONS	The Board shall establish a policy designating specific positions of employment, or categories of positions based on considerations such as length of service, to which continuing contracts or term contracts apply. <i>Education Code 21.002(c)</i>
DELEGATION OF AUTHORITY	The District's employment policy may specify the terms of District employment or delegate to the Superintendent the authority to determine the terms of employment with the District. <i>Education Code 11.1513(c)</i>
NEPOTISM	A superintendent to whom the Board has delegated final hiring authority to select personnel is a "public official" with appointment authority for purposes of the nepotism laws. <i>Atty. Gen. Op. GA-123 (2003)</i> [See DBE]
INTERNAL AUDITOR	If the District employs an internal auditor, the Board shall select the internal auditor and the internal auditor shall report directly to the Board. <i>Education Code 11.1513</i>

EMPLOYMENT PRACTICES

DC
(LEGAL)

SUPERINTENDENT
RECOMMENDATION

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

POSTING OF
VACANCIES

The District's employment policy must provide that not later than the tenth school day before the date on which the District fills a vacant position for which a certificate or license is required as provided by Education Code 21.003 [see DBA], other than a position that affects the safety and security of students as determined by the Board, the District must provide to each current District employee:

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

Education Code 11.1513(d)

EXCEPTION

If, during the school year, the District must fill a vacant position held by a teacher, as defined by Education Code 21.201 [see DCB], in less than ten school days, the District must provide notice of the position in the manner described above as soon as possible after the vacancy occurs. However, the District is not required to provide the notice for ten school days before filling the position or to provide a reasonable opportunity to apply for the position. *Education Code 11.1513(e)*

CONTRACT
EMPLOYEES

The District shall employ each classroom teacher, principal, librarian, nurse, or counselor under a probationary contract, a continuing contract, or a term contract. The District is not required to employ a person other than these listed employees under a probationary, continuing, or term contract. *Education Code 21.002*

EMPLOYMENT PRACTICES

DC
(LEGAL)

“Classroom teacher” means an educator who is employed by the District and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting. The term does not include a teacher’s aide or a full-time administrator. *Education Code 5.001(2)*

LENGTH OF CONTRACT	A contract between the District and an educator must be for a minimum of ten months of service. An educator employed under a ten-month contract must provide a minimum of 187 days of service. The Commissioner may reduce the number of days of service, but such a reduction by the Commissioner does not reduce an educator’s salary. <i>Education Code 21.401</i>
EDUCATIONAL AIDES	The Board shall establish a plan to encourage the hiring of educational aides who show a willingness to become certified teachers. <i>Education Code 54.214(f); 19 TAC Chapter 21</i>
EMPLOYMENT OF RETIREES REPORT TO TRS	The District shall file a monthly certified statement of employment of a retiree in the form and manner required by TRS. The District shall inform TRS of changes in status of the District that affect the District’s reporting responsibilities. The certified statement must include information regarding employees of third party entities if the employees are service or disability retirees who were first employed by the third party entity on or after May 24, 2003, and are performing duties or providing services on behalf of or for the benefit of the District. An administrator of the District who is responsible for filing the statement, and who knowingly fails to file the statement, commits an offense. <i>Gov’t Code 824.6022, 825.403(k); 34 TAC 31.2</i>
ACUTE SHORTAGE AREAS	For purposes of Government Code 824.602(a)(5) (permitting certain retirees to return to work in acute shortage areas) the Board shall determine by rule whether there are acute shortage areas in the District based on TEA’s acute shortage area guidelines. The guidelines must include: <ol style="list-style-type: none"><li data-bbox="431 1622 886 1655">1. A list of acute shortage areas;<li data-bbox="431 1677 1313 1742">2. Suggested criteria for identifying local acute shortage areas; and<li data-bbox="431 1764 1313 1873">3. A requirement that a certified applicant for a position as a classroom teacher who is not a retiree be given preference in hiring. <i>Gov’t Code 824.602(m)</i>

EMPLOYMENT PRACTICES

DC
(LEGAL)

NEW HIRES
I-9 FORMS

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

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

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

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

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

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

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

NEW HIRE
REPORTING

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

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

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

DEADLINE

New hire reports are due:

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

EMPLOYMENT PRACTICES

DC
(LEGAL)

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

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

SOCIAL SECURITY
NUMBERS

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

EXCEPTIONS

The above provision does not apply to:

1. Any disclosure that is required by federal statute. The United States Internal Revenue Code provides that the Social Security number issued to an individual for purposes of federal income tax laws shall be used as the identifying number for taxpayers;
2. Any disclosure to the District maintaining a system of records in existence and operating before January 1, 1975, if such disclosure was required under statute or regulation adopted before such date to verify the identity of an individual; or
3. Any use for the purposes of establishing the identity of individuals affected by any tax, general public assistance, driver's license, or motor vehicle registration law within the District's jurisdiction.

STATEMENT OF
USES

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

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

EMPLOYMENT PRACTICES

DC
(LOCAL)

FILLING VACANCIES	<p>The Superintendent or designee shall establish guidelines for posting notices of vacancies and employment opportunities. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees are eligible to apply for any vacancy.</p> <p>[See also DK(LOCAL) and DK(REGULATION)]</p>
APPLICATIONS	<p>All applicants shall complete the application form supplied by the District. Information in applications for contractual positions shall be verified before a contract is offered, and information in applications for noncontractual positions shall be verified before hiring or as soon as possible thereafter.</p>
SELECTION AND EMPLOYMENT OF PROFESSIONAL AND ADMINISTRATIVE PERSONNEL	<p>Final authority for the selection, employment, and employment termination of all campus principals and all personnel in positions at pay grade 106 and above on the District's Administrative Professional-Instruction Pay Schedule, and pay grade 206 and above on the District's Administrative Professional-Business and Operations Pay Schedule is retained by the Board.</p>
PROMOTION OF PROFESSIONAL AND ADMINISTRATIVE PERSONNEL	<p>Final authority for the promotion of all campus principals and all personnel employed in positions at pay grade 106 and above on the District's Administrative Professional-Instruction Pay Schedule, and pay grade 206 and above on the District's Administrative Professional-Business and Operations Pay Schedule is retained by the Board.</p>
REASSIGNMENT OF PROFESSIONAL AND ADMINISTRATIVE PERSONNEL	<p>Final authority for the reassignment of all campus principals and all personnel employed in positions at pay grade 106 and above on the District's Administrative Professional-Instruction Pay Schedule, and pay grade 206 and above on the District's Administrative Professional-Business and Operations Pay Schedule to a position at a higher pay level, or with more days on duty, or to a position at a lower pay level, or with fewer days on duty, is retained by the Board. The Superintendent shall present recommendations to the Board at Board meetings regarding all such personnel actions. Provided, however, that the Superintendent may make a transfer as described in this paragraph to a position at a lower pay level or with less days on duty, without prior Board approval, if he or she notifies the Board President in advance, and then brings the matter to the Board at the first regular meeting following the transfer for which notice may be timely posted.</p>
SUPERINTENDENT AUTHORITY FOR SELECTION AND EMPLOYMENT OF PERSONNEL	<p>The Superintendent shall have final authority for the selection and employment of all personnel employed in positions at pay grade 105 (except for elementary campus principals, which is retained by the Board) and below on the District's Administrative Professional-Instruction Pay Schedule, and pay grade 205 and below on the</p>

EMPLOYMENT PRACTICES

DC
(LOCAL)

District's Administrative Professional-Business and Operations Pay Schedule (whether employed on an at-will or contractual basis), all personnel in positions on the District's salary schedule for teachers and librarians, and all personnel in positions on the District's Hourly Pay Schedule or Paraprofessional/Clerical/Technical Pay Schedule.

EXERCISE OF
AUTHORITY

The authority delegated by the Board to the Superintendent regarding personnel matters shall be exercised by the Superintendent personally or by the Superintendent's designee in the Human Resources Department. All personnel appointments must be approved by the Superintendent or designee in Human Resources. Individual central office divisions do not have the authority to transfer personnel, offer contracts, adjust compensation or job titles, and/or terminate positions without the approval of the Superintendent or designee in Human Resources.

NONCERTIFIED
PERSONNEL
QUALIFICATIONS

The following are general qualifications for noncertified personnel:

1. Skills - Sufficient language, mechanical, computational, or clerical skills to perform the basic tasks of the position without close supervision.
2. Maturity - Reasonable emotional balance and self control.
3. Facility in dealing with others - Facility for and enjoyment in working with other people.
4. Understanding of department functions - The ability to develop readily a clear understanding of the function of the department in operating the school system.
5. Residence requirements - Compliance with the District's requirements for residence in the U.S.

TRANSFER OR
REASSIGNMENT

Vacant positions may be filled by the Superintendent by a lateral transfer or reassignment. A transfer or reassignment shall be considered to be "lateral" when the previous position held by the employee and the new position have the same rate of pay and the same number of days on duty. [See also DK]

CRIMINAL HISTORY
RECORD

The District shall obtain criminal history record information on a person the District intends to employ. [See DC(LEGAL)]

EXIT INTERVIEWS AND
TERMINATION
REPORTS

An exit interview shall be conducted and a termination report prepared, if possible, for every employee who leaves employment with the District. These interviews shall be conducted in accordance with administrative procedures.

EMPLOYMENT PRACTICES

DC
(REGULATION)

FILLING VACANCIES

The District's goal in filling vacancies shall be to select the best qualified applicant. Human Resources personnel shall assist principals and unit heads in selecting teachers, administrators, professionals, and support personnel. Formal and informal interviews, structured interviews, oral reference checks, written references, criminal record checks, timed and untimed tests, personnel inventories, etc., may all be used during the selection process.

Before a principal or a unit head makes a final decision on whom to employ to fill a vacancy, he or she must review qualifications, certification, references, and background information with the Human Resources professional who conducted the interviews and the employee search.

FAMILIAL
RELATIONSHIPS

Principals and unit heads shall not fill vacancies with individuals, whether applicants or current employees, who are related to them or to another site administrator and whom they would supervise. This restriction applies to spouses, parents, children, siblings, grandparents, grandchildren, uncles, aunts, nephews, nieces, cousins, and anyone who has a relationship by marriage (in-laws) with the principal or unit head.

Any such familial relationships in existence during the 1996-97 school year shall be reviewed on a case-by-case basis. Prior to the 1997-98 school year, one of the employees in such a familial relationship shall be transferred to another work location.

CERTIFIED STAFF

The District shall fill vacancies in any administrative, supervisory, and counseling positions by selecting the best qualified applicants. Qualified current employees will be given consideration when staffing promotional positions. To be eligible for promotion, an individual must hold a master's degree and a certificate for the position desired, or must be eligible to apply and receive the appropriate permit. Persons approved for temporary certificates must complete a minimum of six semester hours per year, with permanent certification completed within five years. However, persons approved for permits must complete one-third of course requirements or six semester hours, whichever is greater, with permanent certification completed within three years.

The Superintendent may waive any or all of the requirements of any administrative regulation and recommend the employment and/or assignment of a qualified individual, whether the individual is currently employed by the District or is from outside the District, when it is in the best interest of the District.

All existing vacancies for administrative promotional positions will be announced in the weekly Administrative Communication (Ad-Com) as they occur. Any persons wishing to be considered for one

of the announced positions must notify the associate superintendent for Human Resources in writing prior to the announced deadline for accepting applications.

Any administrative vacancy may be filled by lateral transfer of personnel. The Superintendent shall determine when lateral transfers are to be made. Such appointments will be reported to the Board as information only. If a vacancy exists after the lateral transfer is made, it will be announced in the AdCom if necessary.

Administrators who wish a lateral transfer should indicate their interest by completing a "Request for Transfer" form and submitting it to Human Resources with a copy to the region associate superintendent.

As stated previously in this regulation, existing vacancies for administrative promotional positions will be posted in the weekly AdCom as they occur. Anyone who wishes to be considered for one of the posted positions must submit a letter of application prior to the announced deadline for accepting applications. Late applications will not be accepted or considered. Applicants must meet the requirements as specified in the job description. A letter must be submitted for each position for which an individual applies.

Individuals who are neither certified nor meet permit requirements, or who may not meet other listed requirements, may not apply for advertised positions. Proper documentation needs to be provided to Human Resources verifying certification.

It will be the responsibility of the executive director for Human Resources or his or her designee to separate and sort the applications by position. The executive director for Human Resources and the certification officer will review the applications and the appropriate files to determine if each applicant is qualified and certified, and/or eligible for a permit for the vacant position. Those applicants who do not meet the requirements will not be considered.

Every attempt should be made to see that the personnel committees referred to in the paragraphs that follow have minority and gender representation.

COUNSELOR

The position of counselor shall be filled with individuals who meet the qualifications. The principal of the school with a vacant counseling position will select and recommend the individual to staff this position. The principal will receive input from staff and community members or from a committee that he or she will appoint. The region associate superintendent shall forward recommendations to the Superintendent. The Superintendent shall report the appointment to the Board.

EMPLOYMENT PRACTICES

DC
(REGULATION)

DIAGNOSTICIAN	The position of diagnostician will be filled with individuals who meet the qualifications. A committee consisting of the region associate superintendent and/or his or her designee; and two or three others selected from administrative or supervisory positions from the region to form a committee of at least four persons; shall recommend appointments to the Superintendent. The Superintendent shall report the appointments to the Board.
FACILITATOR / PROGRAM SPECIALIST (STAFF DEVELOPMENT)	The position of facilitator/program specialist (staff development) will be filled with individuals who meet the qualifications. A committee consisting of the region associate superintendent and/or his or her designee; and two or three others selected from administrative or supervisory positions from the region to form a committee of at least four persons; shall recommend appointments to the Superintendent. The Superintendent shall report the appointments to the Board.
ASSISTANT PRINCIPAL	The position of assistant principal shall be filled with an individual who meets the qualifications. The principal of the school with a vacant assistant principal position will select and recommend the individual to staff this position. The principal will receive input from staff and community members or from a committee that he or she will appoint. The region associate superintendent shall forward recommendations to the Superintendent. The Superintendent shall report the appointment to the Board.
PRINCIPAL	A principalship will be filled with an individual who meets the qualifications. A committee consisting of the region associate superintendent and his or her designee, two community representatives selected by the community, and two teachers selected by the faculty shall recommend three finalists to the region associate superintendent. The region associate superintendent shall provide a recommendation to the Superintendent. The Superintendent shall report the appointment to the Board.
PRINCIPAL PERCEIVER	The Superintendent's designee(s) may individually interview all applicants using the Gallup Principal Perceiver Interview Guide.
DIRECTOR / ASSISTANT DIRECTOR	This position may be filled by a person already holding an administrative or supervisory position. A committee consisting of the executive director, assistant superintendent or associate superintendent of the unit or region concerned, the executive director for Human Resources, one director or assistant director, at least one administrative employee from the field, and one other selected from an administrative position shall recommend appointments to the Superintendent. The Superintendent will report the appointments to the Board.

EMPLOYMENT PRACTICES

DC
(REGULATION)

EXECUTIVE
DIRECTOR AND
ABOVE

The positions of executive director and above are normally filled by a person already holding an administrative or supervisory position. The Superintendent, with input from the region associate superintendent or unit head, will report such appointments to the Board.

FILLING VACANCIES

Procedures for selection of clerical personnel shall be as follows:

CLERICAL
PERSONNEL

1. Any clerical vacancy may be filled by a transfer of an employee on the same pay level as the vacant position, as long as the transfer is within the same department or campus, and as long as the number of days on duty for the vacant position is equal to or greater than the days on duty for the position from which the employee is being transferred.
2. All promotional vacancies for promotional clerical positions and promotions will be announced in the weekly Administrative Communication (AdCom). This announcement shall include specific requirements for the job, such as the need to be bilingual and the like.

All 221-day positions will be advertised regardless of pay level. For entry level positions (pay level 2), employees who bid on the position and all qualified applicants can be considered for the position.

During the summer months, copies of the AdCom are posted on the bulletin board in Human Resources and in every school where principals are on duty.

3. Entry-level clerical positions will be filled either with a qualified current employee who has a transfer request on file with Human Resources or with a qualified outside applicant. No letter of application is necessary for entry-level positions since all qualified applicants will be considered.
4. Promotional-level clerical positions will be filled by the best qualified applicant. Current clerical employees will be given consideration when they apply for any promotional-level position.

The Texas Education Code, which establishes site-based management in the public schools, assigns the principal the responsibility for the selection of staff. The same authority is hereby extended to leadership council members.

The responsibility of Human Resources is to provide the pool of qualified applicants from which the principal or other immediate supervisor must choose.

MANUAL
PERSONNEL

Procedures for filling vacant manual positions are as follows:

1. When a job vacancy exists in Level II or higher, a District employee will be given consideration for that position if the employee who applies has the necessary qualifications, skills, training, or experience required for the position. All such vacancies will be announced in the weekly AdCom bulletin as they occur and will be filled by the director of support personnel with the concurrence of the unit head and immediate supervisor.
2. A person applying for a vacant position must submit a request in writing to the director for support personnel prior to the announced deadline.
3. The primary factors to be considered in filling a vacant manual position will be whether an individual possesses the skills, training, experience, required certificates or licenses, and other qualifications required by the position that is to be filled, and the factors listed in Board policies DAB(LOCAL) and DC(LOCAL).
4. When an employee has bid on at least three different jobs and has not received any of the three, the employee has the option to request a conference with the director for support personnel to discuss the reason for the employee's being passed over in assignments for which the bid has been made.

FOOD SERVICE
PERSONNEL

Procedures for filling vacancies for lunchroom managers are as follows:

1. Vacancies for positions as lunchroom managers are advertised in the weekly AdCom. All qualified personnel desiring to apply for such vacancies shall submit an application in writing to the associate superintendent for human resources within the time limit specified.
2. In filling vacancies, consideration will be given to previous and present assignments, employee records, and length of time employed.
3. Assistant managers, when promoted, are promoted to Manager I positions prior to being considered for Manager II or above. In the event there are no qualified applicants for a Manager II or above position, assistant managers may be considered for initial promotion to Manager II or above.
4. The principal of the school will make the final selection.

EMPLOYMENT PRACTICES
PROBATIONARY CONTRACTS

DCA
(LEGAL)

PERSONS UNDER
PROBATIONARY
CONTRACTS

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

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

EXCEPTIONS
REQUIRES

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

PRINCIPAL OR
CLASSROOM
TEACHER

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

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

TERM OF CONTRACT

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

MAXIMUM

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

EXCEPTION

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

Education Code 21.102

EMPLOYMENT PRACTICES
EDUCATOR TERM CONTRACTS

DCB
(LEGAL)

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

El Paso ISD
071902

EMPLOYMENT PRACTICES
EDUCATOR TERM CONTRACTS

DCB
(LOCAL)

ELIGIBLE POSITIONS

The Board has chosen to employ by term contracts, as authorized by Education Code 21.002 and 21.201, the following categories of full-time certified professional employees: principals, supervisors, counselors, nurses, classroom teachers and librarians who have been rehired after retiring through the Texas Teacher Retirement System (TRS), and any other full-time professional employees required to hold certificates issued under Education Code Chapter 21, Subchapter E, except for classroom teachers and librarians who have not retired under TRS. [See DCC(LEGAL)]

EMPLOYMENT PRACTICES
EDUCATOR TERM CONTRACTS

DCB
(REGULATION)

NONDUTY DAYS
FOR 12-MONTH
EMPLOYEES

Twelve-month employees on the daily pay schedule and the teacher salary schedule shall be assigned either 221 or 227 days of duty each year. The Superintendent shall determine the number of duty days for each employee each year. The official calendar as approved by the Board will normally include more than 235 possible days of duty per year. The actual possible total number of duty days will vary from year to year due to holidays.

Nonduty days will be governed by the following provisions:

1. At the beginning of each year (July 1), employees will be informed of the number of workdays as shown in the official 12-month school calendar. For example: If the official 12-month school calendar, July 1 - June 30, lists 238 possible working days, not counting days designated as holidays, the difference between the number of workdays on the official school calendar and the number of designated duty days for the employee determines the number of nonduty days for the year (July 1 - June 30). These days may be taken at the discretion of the employee, subject to the approval of the department head. [Example: 238 (possible workdays) - 221 (designated duty days) = 17 (available nonduty days).]
2. Final settlement with employees who resign during the year will be made on the basis of payment of salary for the number of days actually worked during that year.
3. On July 1 of any given year, any unused nonduty days from the previous school year ending June 30 may be carried forward but must be used before December 31 of the same calendar year. Those days which have been carried forward that have not been used by December 31 will be lost.

Professional personnel on the daily pay schedule who occupy positions determined to be critical to the effective and efficient operation of the District, may carry forward and accumulate nonduty days. The determination as to what constitutes a critical position and the approval to carry forward and accumulate nonduty days, will be made by the Superintendent.

Employees will be compensated for approved accumulated nonduty days at the time they retire or resign.

4. When an employee retires, any nonduty days not used during the last year of active duty will be compensated at the approved daily rate at the time of the employee's retirement. The daily rate for employees is determined by dividing the annual salary by the number of designated duty days. The daily rate is also used when an employee's salary is docked.

5. Principals, directors, assistant superintendents, and associate superintendents will maintain a record of the number of non-duty days available and used by each employee under their supervision. Individual employees are also responsible for maintaining their own record of nonduty days. An absence certificate is to be filed for each nonduty day used. Any employee who works less than the designated number of duty days will be paid only for the days worked unless the absence is charged to earned sick leave, jury duty, or military leave. Pay records will be used to audit the number of nonduty days used.
6. Employees will be allowed to take only 15 school calendar days of nonduty at one time. Under extenuating circumstances, an exception may be made with the approval of the administrator responsible for maintaining the employee's record.

EMPLOYMENT PRACTICES
CONTINUING CONTRACTS

DCC
(LEGAL)

CONTINUING
CONTRACTS

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

FORMER
ADMINISTRATORS

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

STATUS UNDER
CONTINUING
CONTRACT

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

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

Education Code 21.154

El Paso ISD
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EMPLOYMENT PRACTICES
CONTINUING CONTRACTS

DCC
(LOCAL)

ELIGIBLE POSITIONS

The Board has chosen to employ full-time classroom teachers and librarians on continuing contracts, as authorized by Education Code 21.002 and 21.151, except for teachers and librarians who have been rehired after retiring through the Texas Teachers' Retirement System.

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LEGAL)

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

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

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

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

EXCEPTION

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

NEPOTISM

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

DISMISSAL
PROCEDURE

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

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

NOTICE TO THE
COMMISSIONER

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

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

	<p>The Board delegates to the Superintendent authority to hire and dismiss the following categories of employees, who shall serve on an at-will basis: teachers with school district teaching permits, paraprofessionals, auxiliary personnel, and all other employees who are not employed under written contracts pursuant to policies DCA (probationary), DCB (term), DCC (continuing), or DCE (other).</p>
ASSIGNMENT AND EVALUATION	<p>The Superintendent or designee has sole authority to notify employees of assignments, compensation rates, and conditions of employment.</p> <p>Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with administrative procedures.</p>
REASONABLE ASSURANCE OF EMPLOYMENT	<p>District employees in positions normally requiring less than 12 months of service, who are expected to report to work at the beginning of the following school session, shall be provided a letter of reasonable assurance of employment. [See CRF]</p>
DISMISSAL	<p>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.</p>
APPEAL TO BOARD	<p>A dismissed employee may request to be heard by the Board in accordance with DGBA(LOCAL).</p>
CRIMINAL OFFENSES	<p>The Superintendent is authorized to reassign, to suspend with or without pay, or to terminate any noncontractual employee upon evidence of an arrest for a misdemeanor involving moral turpitude, a felony, or any criminal offense involving an alleged drug violation, in accordance with applicable legal and local provisions. [See DCD(LEGAL)]</p> <p>The Superintendent's decision to terminate or suspend a noncontractual employee shall be based on the Superintendent's judgment regarding whether the suspension or termination would be in the best interest of the District.</p> <p>The Superintendent's decision to suspend without pay or to terminate may be appealed to the Board if the employee files a timely written grievance.</p> <p>When the Superintendent has been notified of the disposition of any criminal charge against a suspended employee who has requested reinstatement of employment with the District, the Superintendent shall determine whether to reinstate or terminate the employee. The Superintendent shall terminate any noncontractual employee convicted of a violation of a criminal drug law.</p>

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EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

If the Superintendent declines to reinstate the employee after the disposition of the criminal charge, or reinstates the employee without back pay, the employee may file a written grievance within the time lines established in applicable legal and local policies. [See DGBA]

CUSTODIAL
PERSONNEL

The following shall apply to custodial personnel:

1. Custodial personnel are under the direct supervision of the head custodian and shall be responsible to the principal.

The principal and the director for custodial operations will work cooperatively to develop schedules for each custodial employee. Particular attention will be given to equalizing the workload and areas of responsibility.
2. A substitute list of custodial personnel will be maintained by the director for custodial operations to use in the absence of regular custodial staff. Human Resources and Staff Development will organize in-service training for all new substitutes to be held at different intervals during the school year. One substitute custodial in-service session will be mandatory for all new substitutes in order to be considered for regular employment. The rate of pay for the in-service training sessions is set by the Staff Development and Human Resources departments.
3. The director for maintenance, buildings, and grounds in cooperation with the director for custodial operations shall organize different types of training sessions for head custodians periodically during the school year. These should include safety meetings, supervision of employees, evaluation of employees, and introduction of new products and methods of house-keeping.
4. The employment and suspension of personnel shall be done by the Human Resources Department. The principal has the authority to immediately refer any custodial employee to the Human Resources Department for misconduct or actions involving moral turpitude. The head custodian or custodial inspector shall report any misconduct, nonperformance of duties, or acts of insubordination of the custodial staff to the principal and the director for custodial operations.

A conference with the employee will be held by the principal and head custodian and, if warranted, the employee will be referred to the director for custodial operations for further action. Proper documentation must be forwarded to the Human Resources Department. If the employee decides to resign, he or she shall immediately turn in a letter of resignation and District keys to the principal so that they may be forwarded to the Human Resources Department.
5. Custodial inspectors are under the direct supervision of the director for custodial operations. Their duties are assigned by

the director for custodial operations as designated in their job description.

6. The director for custodial operations and the principal, with input from the area custodial inspectors, will evaluate the head custodians. The head custodian will have the responsibility of evaluating the custodial staff after consultation with the building principal and custodial inspector.
7. Each campus is assigned the total number of personnel for which it is eligible in accordance with the custodial staffing index. If additional custodial staff are needed because additional facilities have increased the workload, the principal must submit a request in writing to the director for custodial operations. The director for custodial operations, with the help of the custodial inspector, will make a study of the school index to see if additional personnel are needed. If the staffing index indicates a need for additional personnel, the director for custodial operations will make the recommendation to the Human Resources Department. An additional employee or employees will be added to the school custodial organization after the Human Resources Department is notified.
8. Head custodians who are provided living quarters by the District have the responsibility of the security of the school and all other buildings and equipment on campus. Custodial Operations must be notified when the head custodian leaves the campus for one or more days so that his or her duties can be assigned to someone else. In addition to all of the supervisory duties during the day, the head custodian must ensure that the building is secure and gates locked on a daily basis. The walk-in freezer and boilers are to be checked on a daily basis, including each day of a weekend and holidays. Upon checking the building, anything out of the ordinary or any suspicious activity should be reported to the security dispatcher.

Head custodians who presently occupy living quarters on campus are obligated to live in those quarters year round. The house must be maintained at all times. It is the head custodian's responsibility to leave the house clean upon vacating the premises. The only people living in the house provided by the District should be the spouse and children of the employee.

FOOD AND NUTRITION
SERVICES
PERSONNEL

The following shall apply to Food and Nutrition Services personnel:

1. Salary will be paid semimonthly. If an employee is absent without sick leave, or if for any other reason must be docked,

the amount deducted is the amount earned daily. No Food and Nutrition Services employee may draw salary in advance.

2. Managers and manager trainees shall be reimbursed for authorized mileage incurred while performing duties related to the job. The employee's immediate supervisor must be informed. If a manager trainee is requested to go to another school, mileage may be submitted for that distance. The mileage will be the actual miles from the assigned school to the designated meeting place. The Board determines the rate per mile to be reimbursed. An in-city monthly travel report must be completed by the employee and returned to the immediate supervisor for their signature in a timely manner.

For salary purposes, 90 days of employment as a Food and Nutrition Services employee in any District school within one school year will be equivalent to one school year's experience.

SUBSTITUTE /
TEMPORARY
PERSONNEL

Substitute or temporary employees are not considered to be regular employees and, as such, are not eligible for regular fringe benefits due regular employees.

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

WRITTEN
CONTRACT—
NON-EDUCATOR

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

TERMINATION
END OF CONTRACT

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

MIDCONTRACT

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

PROCEDURE

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

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

HEARING

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

SUSPENSION

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

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

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

NONCERTIFIED
ADMINISTRATORS
AND OTHER
NONCERTIFIED
PROFESSIONALS

Administrative officers and professionals who are not required to hold a certificate issued under Education Code Chapter 21, subchapter B, who are paid on the daily pay schedule at pay level 5 or above and have direct daily contact with students, athletic trainers, and all JROTC instructors, shall be employed by written one-year contracts. [See DC(LOCAL)] The Superintendent may present recommendations to the Board in special circumstances, when the Superintendent believes that a contract should be issued to any other personnel based on critical needs, market conditions, or other special considerations.

These contracts are not "term contracts" and these noncertified professionals are not "teachers," as those terms are defined in subchapter E of Education Code Chapter 21. Therefore, nothing in such contracts shall in any way be interpreted to afford to these employees the rights or procedures provided by Chapter 21, subchapter C, D, E, F, or G of the Education Code.

APPEAL OF
EMPLOYMENT
ACTIONS

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

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

CRIMINAL OFFENSES

The Superintendent is authorized to reassign, suspend with or without pay, and/or recommend to the Board the termination of employment of, any noncertified professional/administrator employee employed under a written contract, who is arrested and charged with a misdemeanor involving moral turpitude, a felony, or any criminal offense involving drugs or other controlled substances, in accordance with applicable legal and local provisions and the provisions of the employee's contract.

The Superintendent shall recommend to the Board the termination of employment of such an employee who is convicted of any criminal offense involving drugs or other controlled substances, in accordance with applicable legal and local provisions.

COMPENSATION AND BENEFITS

DE
(LOCAL)

BASIC POLICY

With its basic commitment to provide public education to the citizens of El Paso, the District must respond, not only to the needs of the employees, but also to students, parents, and the community at-large as well as the regulatory agencies of the state and federal government. To achieve its mission, the District expects each employee will perform his or her job duties to the best of his or her ability. Since compensation costs comprise a very significant portion of the total operating budget of the District, it is important to maintain a highly productive, capable workforce and to utilize resources in a cost-effective, efficient, and prudent manner.

It is, therefore, the compensation policy of the District to establish and maintain compensation levels that reflect position responsibilities, are competitive with the external market, and are capable of attracting, retaining, and motivating competent employees. Such a policy should place the District in a competitive compensation position in both the field of public education for instructional personnel and the general community for other positions.

OBJECTIVES OF THE
COMPENSATION
ADMINISTRATION
PROGRAM

The Superintendent shall develop a compensation administration program that establishes and maintains sound, practical guidelines and procedures for effective compensation administration. The program shall include guidelines and procedures designed to create a better understanding of the principles of compensation administration and specifically the District's own compensation administration program and to permit delegation of authority and responsibility for the administration of compensation within the framework of the compensation policy. Specifically, the objectives of the compensation administration program shall be:

1. To compensate each employee based on the value of his or her contribution to the success of the District within the context of the position held;
2. To provide opportunities for advancement, without regard to race, color, religion, age, sex, or national origin;
3. To pay competitive compensation rates in order to retain qualified personnel and to attract competent applicants;
4. To motivate employees to work effectively and efficiently in achieving the goals of the District;
5. To provide a uniform method for determining the relative value of all positions within the District to ensure a proper relationship between compensation paid for similar requirements and responsibilities within the District and that provides a basis for comparing position responsibilities and compensation levels with other employers;

COMPENSATION AND BENEFITS

DE
(LOCAL)

6. To control direct and indirect personnel costs and be cost effective; and
7. To comply with all local, state, and federal laws.

All employees will be advised of the District's compensation administration practices and procedures and will be kept informed of compensation matters affecting their pay in an effort to assure them they are being treated equitably.

ELEMENTS OF THE
COMPENSATION
ADMINISTRATION
PROGRAM

The basic elements of the compensation administration program are outlined below. Each of these program elements shall be implemented by the administration.

POSITION
EVALUATION AND
CLASSIFICATION

1. Written job content information that defines the duties and responsibilities of each position and groups positions of similar value into the same category or pay level.

COMPENSATION
RANGES

2. The minimum and maximum dollar limits to be paid each year for each position classified within a given pay level based on competitive compensation information and the relative value of each position to the District.

COMPENSATION
REVIEWS AND
ADJUSTMENTS

3. The criteria and procedures for employee compensation reviews and compensation adjustments.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

STATE FUNDING

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

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

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

Education Code 42.2513

MINIMUM SALARY
SCHEDULE —
EDUCATORS

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

DEFINITIONS

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

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

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

"Nurse" means an educator employed to provide full-time nursing and health care services and who meets all the requirements to practice as a registered nurse (RN) pursuant to the Nursing Practice Act and the rules and regulations relating to professional nurse education, licensure, and practice and has been issued a license to practice professional nursing in Texas.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

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

19 TAC 153.1022(a)

PLACEMENT ON
SALARY SCHEDULE

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

EMPLOYEES
FORMERLY ON
CAREER LADDER

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

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

Education Code 21.402(f), 21.403(d)

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

LEVEL TWO
EDUCATORS

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

LEVEL THREE
EDUCATORS

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

Education Code 21.403(d)

SUPPORT STAFF
COMPENSATION

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

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

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

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

Education Code 22.107

PAY INCREASES

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

SALARY ADVANCES
AND LOANS

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

DESIGNATION OF
COMPENSATION FOR
BENEFITS

An employee who is covered by a cafeteria plan or who is eligible to pay health care premiums through a premium conversion plan may elect to designate a portion of the employee's compensation to be used as health care supplementation. The amount designated may not exceed the amount permitted under federal law. *Education Code 21.103*

USE

An employee may use the compensation designated for health care supplementation for any employee benefit, including depositing the designated amount into a cafeteria plan in which the employee is enrolled or using the designated amount for health care premiums through a premium conversion plan. *Education Code 21.106*

ANNUAL ELECTION

Each school year, an active employee must elect in writing whether to designate a portion of the employee's compensation to be used as health care supplementation. The election must be made at the same time that the employee elects to participate in a cafeteria plan, if applicable. *Education Code 21.105*

DEFINITION

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

1. Is employed by the District;
2. Is not a retiree eligible for coverage under Insurance Code Chapter 1575 (retiree group health benefits);
3. Is not eligible for coverage by a group insurance plan under Insurance Code Chapter 1551 (state employee health insurance) or Chapter 1601 (state university employee health insurance); and
4. Is not an individual performing personal services for the District as an independent contractor.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

Education Code 22.101(2)

FAIR LABOR
STANDARDS ACT

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

MINIMUM WAGE

Unless an exemption applies, the District shall pay an employee not less than one and one-half times the employee's regular rate of pay for all hours in excess of forty in any workweek. *29 U.S.C. 207(a)(1); 29 CFR part 778*

COMPENSATORY
TIME

Nonexempt employees may receive, in lieu of overtime compensation, compensatory time off at a rate of not less than one and one-half hours for each hour of overtime work, pursuant to an agreement or understanding arrived at between the employer and employee before the performance of the work. Such agreement or understanding may be informal, such as when an employee works overtime knowing that the employer rewards overtime with compensatory time.

ACCRUAL

An employee may accrue not more than 240 hours of compensatory time. If the employee's overtime work included a public safety activity, an emergency response activity, or a seasonal activity, the employee may accrue not more than 480 hours of compensatory time. After the employee has reached these limits, the employee shall be paid overtime compensation for additional overtime work.

PAYMENT FOR
ACCRUED TIME

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

USE

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

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

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

EXEMPT
EMPLOYEES

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

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

SALARY BASIS	To qualify as an exempt executive, administrative, or professional employee, the employee must be compensated on a salary basis. Subject to the exceptions listed in the rule, an employee must receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. A district that makes improper deductions from salary shall lose the exemption if the facts demonstrate that the District did not intend to pay employees on a salary basis.
SAFE HARBOR POLICY	If the District has a clearly communicated policy that prohibits improper pay deductions and includes a complaint mechanism, reimburses employees for any improper deductions, and makes a good faith commitment to comply in the future, the District will not lose the deduction unless the District willfully violates the policy by continuing to make improper deductions after receiving employee complaints. The best evidence of a clearly communicated policy is a written policy that was distributed to employees before the improper pay deductions by, for example, providing a copy of the policy to employees upon hire, publishing the policy in an employee handbook, or publishing the policy on the District's intranet. <i>29 CFR 541.600, .602(a), .603</i>
WAGE AND HOUR RECORDS	The District shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the Fair Labor Standards Act. <i>29 CFR 516.2</i>
TRS CONTRIBUTIONS FOR NEW HIRES	During each fiscal year, the District shall pay an amount equal to the state contribution rate, as established by the General Appropriations Act for the fiscal year, applied to the aggregate compensation of new members of the retirement system, during their first 90 days of employment. "New member" means a person first employed on or after September 1, 2005, including a former member who withdrew retirement contributions under Government Code 822.003 and is reemployed on or after September 1, 2005. On a monthly basis, the District shall: <ol style="list-style-type: none"><li data-bbox="431 1690 1302 1830">1. Certify to TRS the total amount of salary paid during the first 90 days of employment of a new member and the total amount of employer payments under this section for the payroll periods; and<li data-bbox="431 1852 1302 1950">2. Retain information, as determined by TRS, sufficient to allow administration of this section, including information for each employee showing the applicable salary as well as aggregate

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LEGAL)

compensation for the first 90 days of employment for new employees.

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

Gov't Code 825.4041

TRS SURCHARGE FOR
REHIRED RETIREES

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

TRS FUND
CONTRIBUTIONS

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

HEALTH
INSURANCE
CONTRIBUTIONS

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

EXCEPTION

The District is not required to contribute these amounts for a retiree who retired from the retirement system before September 1, 2005.

Gov't Code 825.4092; Insurance Code 1575.204

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

PAY SYSTEMS
AUTHORITY

The Superintendent shall recommend to the Board, for adoption, pay structures and compensation plans for all District employees. Pay structures shall be designed and administered for the purpose of attracting and retaining qualified employees to achieve District goals. The Superintendent shall administer and maintain pay systems in accordance with administrative regulations for the District compensation plan. Annual pay increases shall be approved by the Board.

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

Any changes in pay schedules for 12-month employees will be effective after Board adoption of a new compensation schedule and on such date as specified by the Board.

The new compensation rate for each certified or classified employee shall be effective after Board adoption of a new compensation schedule and on such date as specified by the Board.

PAY SYSTEMS
DESCRIPTION

Certified classroom teachers and librarians shall be paid no less than the minimum monthly salary on the state salary schedules based on years of experience as required by law. For other employees, the Superintendent shall assign positions to pay ranges that define the minimum and maximum base pay for the positions.

PAY INCREASE
BUDGET

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. Pay increase budgets are based on consideration of available revenue, cost-of-living inflation, changes in minimum pay laws, competitive job markets, and District compensation objectives.

INDIVIDUAL PAY
ACTIONS

The Superintendent shall review individual employee compensation for possible adjustment. Individual equity adjustments, promotion increases, reclassifications, and hiring rates for new employees shall be determined by the Superintendent in accordance with the approved budget and the District compensation plan.

The Superintendent shall inform the Board of any compensation actions that are significantly beyond the guidelines in DE (REGULATION).

DEMOTIONS

Demoted employees shall be compensated in accordance with the salary schedule for the position they hold after the demotion.

CREDITABLE YEARS
OF SERVICE

The information on creditable years of service, including military service, is listed in Volume 19, Chapter 153, Subchapter CC, Commissioner's Rules on Creditable Years of Service in the Texas Administrative Code, Subsection 153.1021.

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

EXEMPT /
NONEXEMPT

The Superintendent or designee, within guidelines set out in federal regulations, shall determine the classification of positions of employees as “exempt” or “nonexempt” for purposes of compliance with the Fair Labor Standards Act. Employees classified as non-exempt may not work overtime without prior approval of their supervisor.

SUPPLEMENTAL
DUTIES

The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the Fair Labor Standards Act, as needed. The employee shall be compensated for these assignments according to the supplemental duty pay schedule established by the Board. These assignments may be discontinued at any time for any reason or no reason, by either party. The assignment of these duties shall not create any expectation of continued assignment to that same duty or any other duty.

WORKWEEK

For purposes of calculating overtime, the workweek is defined as Sunday through Saturday.

FLEXTIME

Supervisors of nonexempt employees shall ensure that employees perform work during the schedule of hours on duty as outlined in DK(REGULATION). It is often necessary, however, in the course of normal operations, for an employee to be required to work an alternative flex schedule.

A flex schedule is defined as working the same total number of hours per workweek but at different amounts per day. For example, an employee may work ten hours one day and six hours the next. Unless the total amount of hours exceeds 40 hours in a single workweek, there is no overtime accumulated.

OVERTIME

It is the policy of the District to hold overtime work to a minimum. But when overtime is necessary, nonexempt employees with the approval of management, may work additional hours beyond the schedule of hours on duty as outlined in DK(REGULATION).

COMPENSATORY
TIME

It is the policy of the District to not allow the accumulation of compensatory time unless extenuating circumstances exist. When a nonexempt employee works more than 40 hours during a workweek, compensatory time off is accumulated at one and one-half times the number of hours worked over 40 hours. Time worked includes actual work performed, exclusive of leaves of absence or other nonwork periods.

If the work of a nonexempt employee regularly includes work in a public safety activity, an emergency response activity, or a seasonal activity, the employee engaged in such work may accrue a maximum of 480 hours of compensatory time off. All other nonex-

empt employees may accrue a maximum of 240 hours of compensatory time off.

Any nonexempt employee who has accrued the maximum number of compensatory time hours, 480 or 240 hours as the case may be, shall be paid monetary overtime compensation for additional overtime hours worked in excess of the maximum allowable number.

Compensatory time off shall be accrued by the nonexempt employee, unless the employee expresses an unwillingness to accept the compensatory time off in lieu of overtime pay before the performance of the work, and the District, at its discretion, also maintains the authority to pay any employee or a group of employees monetary overtime pay in lieu of compensatory time.

USE OF
COMPENSATORY
TIME

Any nonexempt employee who has accumulated compensatory time off shall be permitted by the employee's supervisor to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the District. The employee and the employee's supervisor are encouraged to use the compensatory time accumulated as soon as possible after it is earned. In determining whether to allow an employee to use compensatory time off at the specific time requested, the following factors may be considered:

1. Customary work practices within the District;
2. Normal work schedules;
3. Anticipated peak work loads based on past experience;
4. Emergency requirements for staff and services;
5. The availability of qualified substitutes; and
6. The District's ability to provide services of acceptable quality and quantity during the time requested without the use of the employee's services.

In the event that such a request cannot be granted within a reasonable period by the supervisor, a request for monetary compensation should be submitted, in writing by the employee, to the Superintendent or designee for approval.

All accumulated and unused compensatory time as of June 30 will be compensated at the employee's current rate of pay by the end of that fiscal year, contingent on availability of funds, although the Board may, in its discretion, grant an extension for the use of such compensatory time.

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

TERMINATION /
RETIREMENT OF
NONEXEMPT
EMPLOYEE

Upon termination or retirement of a nonexempt employee, all accumulated compensatory time off will be paid at the higher of the employee's:

1. Current rate of pay; or
2. The average regular rate received by the employee for the last three years of employment.

VOLUNTEER WORK

Volunteer work that is related to a person's regular job is not considered voluntary and must be compensated appropriately. Supervisors should ensure that employees are not permitted to volunteer for the same type of services that they are currently performing for the District.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(REGULATION)

PAYROLL SCHEDULE
FOR ALL EMPLOYEES
EXCEPT
TRANSPORTATION
AND FOOD SERVICE

All employees are paid in accordance with the appropriate salary schedule in force and in accordance with published pay dates. Payments for all personnel are issued on the 15th and on the last day of the month unless the pay date falls on a weekend, in which event payment will be issued on the Friday before the weekend or holiday. Personnel who work year round are paid in 24 semi-monthly payments.

Employees working less than 12 months, except as indicated below, shall be paid 24 semimonthly payments, September through August, unless the employee submits a payment election form to Human Resources prior to September 4, requesting 20 semi-monthly payments. Employees selecting to be paid 20 payments will not receive payment in July or August. No change will be permitted after the annual election has been made. A new payment election form is required each year to continue receiving 20 semi-monthly payments.

TRANSPORTATION
AND FOOD
SERVICE
EMPLOYEES

Bus drivers, bus monitors, food service specialists, and cooks are paid as "time worked" employees and are paid semimonthly according to the published payroll schedule with payments issued on the 15th and on the last day of the month unless the pay date falls on a weekend or holiday, in which event the payments will be issued on the Friday before the weekend or holiday.

TEACHERS AND
OTHER NON-12-
MONTH EMPLOYEES

Teachers and other non-12-month employees starting work after the end of the first pay period of the school year but prior to a specified date in January will be paid equal semimonthly payments through August. Such employees beginning after the specified date in January will be paid equal semimonthly payments through June.

DOCK RATES

TEACHER AND
DAILY PAY
SCHEDULES

If an employee's pay is docked, the amount deducted shall be based on the daily rate.

ATHLETIC
TRAINERS

The dock rate for employees on a monthly pay schedule is 1/20th of the monthly salary.

HOURLY PAY
SCHEDULES

The daily rate for employees on an hourly pay schedule is determined by multiplying the number of hours worked per day by the hourly rate.

WITHHOLDING TAX

All employees of the District are subject to the federal withholding tax. An employee must sign a withholding tax Form W-4 at the beginning of employment in order that the proper deduction may be

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(REGULATION)

made. When an employee's status changes, a new Form W-4 can be obtained on the District's Web site, in the Payroll Office, Human Resources, or campus offices and must be completed and submitted immediately to Human Resources.

DIRECT DEPOSIT

All employees are eligible for direct deposit. Employees may select the bank or financial institution of their choice. Forms to specify direct deposit information are available on the District's Web site, in the Payroll Office, Human Resources, or campus offices. Payment shall be made by check unless the employee elects direct deposit.

Direct deposit remains in force until canceled in writing by the employee. Direct deposit is automatically canceled for employees separating from the District. The final check must be picked up on payday, by 2:00 p.m. in Human Resources. Checks not picked up will be mailed to the address on file in Human Resources.

OVERTIME

It is the policy of the District to hold overtime work to a minimum; but when overtime work is necessary, nonexempt employees must seek approval from their supervisor before the work is performed and all time worked must be accurately recorded on the weekly time sheet. Overtime may be reflected as compensatory time or paid to the employee according to the provisions of the Fair Labor Standards Act. [See DEA(LEGAL) and (LOCAL)]

EMPLOYEE TIME
SHEETS

All employees are required to record their attendance by signing the employee time sheet daily upon arrival at their workstations.

COMPENSATION AND BENEFITS
INCENTIVES AND STIPENDS

DEAA
(LEGAL)

TEXAS EDUCATOR
EXCELLENCE GRANT

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

SUBMISSION OF
APPLICATION

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

EXCLUSION OF
CERTAIN
TEACHERS

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

AMOUNT OF
AWARDS

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

NO APPEALS

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

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

19 TAC 102.1071

CONTRACT
PROVISION

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

MENTOR TEACHERS

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

COMPENSATION AND BENEFITS
INCENTIVES AND STIPENDS

DEAA
(LEGAL)

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

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

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

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

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

Education Code 21.458

MASTER TEACHER
GRANT PROGRAMS

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

TEACHER
ELIGIBILITY

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

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

19 TAC 102.1011(g), 102.1013(g), 102.1015(g)

DESIGNATION OF
TEACHER

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

COMPENSATION AND BENEFITS
INCENTIVES AND STIPENDS

DEAA
(LEGAL)

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

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

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

*Education Code 21.410(g), 21.411(g), 21.412(g), 21.413(g);
19 TAC 102.1015(h), 102.1011(h), 102.1013(h)*

REDUCTION OF
STIPEND

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

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

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

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

RETIREMENT
INCENTIVES

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

ATTENDANCE
SUPPLEMENT

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

COMPENSATION AND BENEFITS
FRINGE BENEFITS

DEB
(LEGAL)

PEACE OFFICERS

If a District peace officer dies, the District shall provide, at no cost, the deceased person's duty weapon, if any, and badge to the person's designated beneficiary, or if there is no designated beneficiary, to the person's estate. The District shall provide peace officers with a form on which they may designate their beneficiaries for this purpose. If a District peace officer dies and is to be buried in the person's uniform, the District shall provide the uniform at no cost.
Gov't Code 615.102-.103

HEALTH INSURANCE
CONTINUATION
BENEFITS TO
SURVIVORS

When a District peace officer dies in the course of the individual's duty as a result of exposure to a risk that is inherent in the duty or to which the general public is not customarily exposed, an eligible survivor is entitled to purchase continued health insurance benefits from the District. An eligible survivor is a person who on the date of the peace officer's death is the officer's surviving spouse or dependent.

If the dependent is a surviving minor child, he or she is entitled to continue health insurance coverage until the dependent reaches 18 years of age or becomes eligible for group health insurance through another employer.

If the dependent is not a minor child, he or she is eligible to continue health insurance coverage until the earlier of the date he or she marries, the date he or she becomes eligible for group health insurance through another employer, or the date he or she becomes eligible for Medicare benefits.

The surviving spouse is entitled to continue health insurance coverage until the earlier of the date he or she remarries, the date he or she becomes eligible for group health insurance through another employer, or the date he or she becomes eligible for Medicare benefits.

The District shall provide written notice of rights under this provision to an eligible survivor not later than the tenth day after the date of the peace officer's death. If an eligible survivor is a minor child, the District shall also contemporaneously provide the notice to the child's parent or guardian unless, after reasonable effort, the parent or guardian cannot be located.

The District must be informed of an eligible survivor's election to continue coverage not later than the 90th day after the peace officer's death. The survivor may elect to continue coverage at any level of benefits offered to dependents of active employees or, if offered, may elect to continue coverage at a reduced level of benefits. Survivors who elect to continue coverage are entitled to make payments for coverage or have payments made on their behalf at the same time and to the same entity that payments are made by

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current employees and to purchase the coverage at the group rate
for that coverage that exists at the time of payment.

Gov't Code 615.071-.079

COMPENSATION AND BENEFITS
FRINGE BENEFITS

DEB
(LOCAL)

TUITION EXEMPTION
FOR DISTRICT
EMPLOYEES

Children of District employees who reside outside the boundaries of the District may attend District schools on a tuition-free basis.

Any full-time employee of the District who wishes to enroll in a tuition class for adults in one of the District programs may have tuition exemption under the conditions listed below:

1. The class is fiscally justified. There must be at least 12 paid tuition students in order to fiscally justify the class. Tuition exemptions will be honored on a "first-come, first-served" basis.
2. No more than one course may be taken at a time.
3. Books and supplies not normally furnished to students must be purchased by the employee.
4. The employee must have the approval of the immediate supervisor.
5. A written request, in triplicate, on the prescribed form must be completed by the employee. This request must be endorsed by the employee's principal or department head and all copies forwarded to the director for career and technology education for approval.

One copy will be returned to the individual, the second copy will be forwarded to the school where the course is offered, and the third copy will be placed in the personnel file of the individual.

COMPENSATION AND BENEFITS
FRINGE BENEFITS

DEB
(REGULATION)

EMPLOYEE -
PURCHASED PASS

All full-time employees of the District may purchase athletic passes for self and spouse to attend all regularly scheduled athletic events of the school year. The cost shall be as follows:

Annual employee pass \$15

Annual employee spouse pass \$15

INDIVIDUAL
ATHLETIC EVENTS

The admission fee charged employees for individual athletic events sponsored by the District shall be no more than the fee charged students.

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

SECTION I

Sick/Personal Leave

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

SECTION II

Military Leave

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

SECTION III

Miscellaneous

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

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STATE PERSONAL
LEAVE

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

STATE SICK LEAVE
ACCUMULATION

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

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

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

FORMER EDUCATION
SERVICE CENTER
(ESC) EMPLOYEES

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

ASSAULT LEAVE

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

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

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

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

Education Code 22.003(b), (c)

SICK LEAVE
DIFFERENT FROM
TEMPORARY
DISABILITY LEAVE

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

PREGNANCY

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

TEMPORARY
DISABILITY

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

AT EMPLOYEE'S
REQUEST

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

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

BY BOARD
AUTHORITY

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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

COMPENSATION AND BENEFITS
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(LEGAL)

METHODS FOR
DETERMINING
ENTITLEMENT PERIOD

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

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

29 CFR 825.200(b)(1)–(4)

NOTICE TO
EMPLOYEES

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

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

SERIOUS HEALTH
CONDITION

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

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

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

29 CFR 825.114(a)

HEALTH CARE
PROVIDER

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

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

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

29 CFR 825.118

MAINTENANCE OF
HEALTH BENEFITS

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

FAILURE TO
RETURN FROM
LEAVE

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

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

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

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

DISCRIMINATION
PROHIBITED

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

INTERMITTENT LEAVE

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

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

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

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

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

29 U.S.C. 2618(c)

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

CHILD CARE /
ADOPTION

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

END-OF-TERM LEAVE

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

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

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

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

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

BOTH SPOUSES
EMPLOYED IN
DISTRICT

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

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

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

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

NOTICE BY
EMPLOYEES
FORESEEABLE
LEAVE

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

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

29 CFR 825.302

LEAVE THAT IS NOT FORESEEABLE	When the need for leave, or its approximate timing, is not foreseeable, an employee shall provide notice to the District as soon as practicable under the facts and circumstances of the particular case. Ordinarily, notice shall be provided within no more than one or two working days of learning of the need for leave. Notice should be provided either in person or by telephone, telegraph, “fax” machine, or other electronic means. <i>29 CFR 825.303</i>
SPECIFICITY OF NOTICE	Employees are not required to expressly invoke the FMLA’s protection when notifying the District of their need for FMLA leave. <u><i>Manuel v. Westlake Polymers Corp.</i></u> , <i>66 F.3d 758 (5th Cir. 1995)</i> .
MEDICAL CERTIFICATION	The District may require a certification issued by the health care provider of the spouse, child, parent, or employee that the employee is needed to care for the spouse, child, or parent or, in case of leave for the employee’s condition, that the employee is unable to perform the functions of his or her position. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the provider’s knowledge regarding the condition. The employee shall in a timely manner provide a copy of the certification to the District. <i>29 U.S.C. 2613</i>
RECERTIFICATION	For pregnancy, chronic, or permanent/long-term conditions under the continuing supervision of a health care provider, the District may request recertification no more often than every 30 days, unless more frequent recertification is warranted because: <ol style="list-style-type: none"><li data-bbox="431 1513 1096 1539">1. The employee requests an extension of leave.<li data-bbox="431 1568 1296 1666">2. Circumstances described by the original certification have changed significantly (i.e., the duration or nature of the illness or complications).<li data-bbox="431 1694 1254 1753">3. The District receives information that casts doubt upon the continuing validity of the certification. The employee must provide the requested recertification to the District within the time frame requested by the District (which must allow at least 15 days to submit a recertification), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good-faith efforts.

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

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

CONCURRENT USE OF
PAID LEAVE AND
FMLA LEAVE

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

WORKERS'
COMPENSATION
RECIPIENTS

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

RETURN TO WORK

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

RETURN TO
POSITION

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

DENIAL OF
RESTORATION

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

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

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

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

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

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

FEDERAL LEAVE FOR
MILITARY SERVICE

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

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

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precluded by military necessity or is otherwise unreasonable or impossible);

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

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

The District is not required to reemploy a person if:

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

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

STATE LEAVE FOR
MILITARY SERVICE
SHORT TERM

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

CALLED TO DUTY

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

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

LONG TERM

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

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

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

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

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

USE OF PERSONAL
LEAVE

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

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

Education Code 22.003(d), (e)

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RELIGIOUS
OBSERVANCES

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

COMPLIANCE WITH A
SUBPOENA

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

JURY DUTY

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

DEVELOPMENTAL
LEAVES OF ABSENCE

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

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

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

Education Code 21.452

ABSENCE CONTROL

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

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

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

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DEFINITIONS	The following definitions apply to sick leave accrued before May 30, 1995, local sick leave, and state personal leave.
IMMEDIATE FAMILY	The term "immediate family" shall include: <ol style="list-style-type: none">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 <i>in loco parentis</i>.3. Parent, stepparent, parent-in-law, or other individual who stands <i>in loco parentis</i> to the employee.4. Sibling, stepsibling, sibling-in-law.5. Grandparent or grandchild.6. Any person who may be residing in the employee's household at the time of illness or death.
FAMILY EMERGENCY	The term "family emergency" includes situations involving the employee or a member of the employee's immediate family, for which the employee needs to be absent.
WORKDAY	A "workday" for purposes of accumulation, use, or recording of leave shall mean the number of hours per day associated with the employee's usual work assignment, whether full-time or part-time. Assignments to seasonal work, substitute, temporary, summer school, tutorial, overtime, or additional days relating to extra performance pay do not earn sick leave. Employees may not use accrued leave to cover absences for such assignments.
SCHOOL YEAR	The "school year" is the period between July 1 and June 30.
YEAR OF CREDITABLE SERVICE	A "year of creditable service" is: <ol style="list-style-type: none">1. Employment for at least 90 full-time workdays of the school year; or2. Employment for at least 180 days of the school year for at least 50 percent but less than 100 percent of the normal workday.
STATE PERSONAL LEAVE RATE OF ACCRUAL	Each regular employee (those eligible under the Teacher Retirement System of Texas, not substitutes or temporary employees) earns state personal leave at the rate of one-half day per month of employment to a maximum of five days per year. State personal leave accumulates first (see tables below).

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LOCAL SICK LEAVE
RATE OF ACCRUAL

Each regular employee earns local sick leave based on the number of days or hours paid during the school year. The tables below determine the number of personal days and local sick leave days available.

ACCOUNTING FOR
DAYS USED

At the beginning of the year, an employee shall be credited with the maximum number of leave days that he or she may earn for the school year. The leave credited at the beginning of the school year will be adjusted at the end of the year, or when the employee leaves employment with the District, to the number of leave days earned. This adjustment requires:

1. That a dock in pay be taken from the employee's last paycheck; or
2. That a dock in pay be taken from the next available paycheck; or
3. That a reduction occur in the number of leave days that will be granted for the following year.

See the following pages for the rate of accrual for days of leave earned by:

- | | |
|-----------|---|
| TABLE IA | • Full-Time Employees With Less Than Three Years Creditable Service |
| TABLE IB | • Half-Time Employees With Less Than Three Years Creditable Service |
| TABLE IIA | • Full-Time Employees With Three Years Creditable Service |
| TABLE IIB | • Half-Time Employees With Three Years Creditable Service |

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TABLE IA
Rate of Accrual for Days of Leave Earned
Full-Time Employees With Less Than Three Years Creditable Service

Days Worked	Hours Worked	Personal Leave Days	Local Sick Leave Days
0.0 – 14.0	0.0 – 115	0.0	0.0
14.5 – 28.0	116 – 227	0.5	0.0
28.5 – 42.5	228 – 343	1.0	0.0
43.0 – 56.5	344 – 455	1.5	0.0
57.0 – 71.0	456 – 571	2.0	0.0
71.5 – 85.0	572 – 683	2.5	0.0
85.5 – 99.5	684 – 799	3.0	0.0
100.0 – 113.5	800 – 911	3.5	0.0
114.0 – 128.0	912 – 1027	4.0	0.0
128.5 – 142.0	1028 – 1139	4.5	0.0
142.5 – 156.5	1140 – 1255	5.0	0.0
157.0 – 170.5	1256 – 1367	5.0	0.5
171.0 – 185.0	1368 – 1483	5.0	1.0
185.5 – 196.5	1484 – 1575	5.0	1.5
197.0 – 208.0	1576 – 1667	5.0	2.0
208.5 – 219.5	1668 – 1759	5.0	2.5
220 and over	1760 and over	5.0	3.0

TABLE IB
Rate of Accrual for Days of Leave Earned
Half-Time Employees With Less than Three Years Creditable Service

Days Worked	Hours Worked	Personal Leave Days	Local Sick Leave Days
0.0 – 14.0	0.0 – 115	0.0	0.0
14.5 – 28.0	116 – 227	0.0	0.0
28.5 – 42.5	228 – 343	0.5	0.0
43.0 – 56.5	344 – 455	0.5	0.0
57.0 – 71.0	456 – 571	1.0	0.0
71.5 – 85.0	572 – 683	1.0	0.0
85.5 – 99.5	684 – 799	1.5	0.0
100.0 – 113.5	800 – 911	1.5	0.0
114.0 – 128.0	912 – 1027	2.0	0.0
128.5 – 142.0	1028 – 1139	2.0	0.0
142.5 – 156.5	1140 – 1255	2.5	0.0
157.0 – 170.5	1256 – 1367	2.5	0.0
171.0 – 185.0	1368 – 1483	3.0	0.0
185.5 – 196.5	1484 – 1575	3.0	0.0
197.0 – 208.0	1576 – 1667	3.5	0.0
208.5 – 219.5	1668 – 1759	3.5	0.0
220 and over	1760 and over	4.0	0.0

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TABLE IIA
Rate of Accrual for Days of Leave Earned
Full-Time Employees With Three Years Continuous Creditable Service

Days Worked	Hours Worked	Personal Leave Days	Local Sick Leave Days
0.0 – 8.0	0.0 – 67	0.0	0.0
8.5 – 16.0	68 – 131	0.5	0.0
16.5 – 24.5	132 – 199	1.0	0.0
25.0 – 32.5	200 – 263	1.5	0.0
33.0 – 41.0	264 – 331	2.0	0.0
41.5 – 49.0	332 – 395	2.5	0.0
49.5 – 57.5	396 – 463	3.0	0.0
58.0 – 65.5	464 – 527	3.5	0.0
66.0 – 74.0	528 – 595	4.0	0.0
74.5 – 82.0	596 – 659	4.5	0.0
82.5 – 90.5	660 – 727	5.0	0.0
91.0 – 98.5	728 – 791	5.0	0.5
99.0 – 107.0	792 – 859	5.0	1.0
107.5 – 115.0	860 – 923	5.0	1.5
115.5 – 123.5	924 – 991	5.0	2.0
124.0 – 131.5	992 – 1055	5.0	2.5
132.0 – 140.0	1056 – 1123	5.0	3.0
140.5 – 148.0	1124 – 1187	5.0	3.5
148.5 – 156.5	1188 – 1255	5.0	4.0
157.0 – 164.5	1256 – 1319	5.0	4.5
165.0 – 173.0	1320 – 1387	5.0	5.0
173.5 – 181.0	1388 – 1451	5.0	5.5
181.5 – 189.5	1452 – 1519	5.0	6.0
190.0 – 199.5	1520 – 1599	5.0	6.5
200.0 – 209.5	1600 – 1679	5.0	7.0
210.0 – 219.5	1680 – 1759	5.0	7.5
220 and over	1760 and over	5.0	8.0

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TABLE IIB
Rate of Accrual for Days of Leave Earned
Half-Time Employees With Three Years Continuous Creditable Service

Days Worked	Hours Worked	Personal Leave Days	Local Sick Leave Days
0.0 – 8.0	0.0 – 67	0.0	0.0
8.5 – 16.0	68 – 131	0.0	0.0
16.5 – 24.5	132 – 199	0.5	0.0
25.0 – 32.5	200 – 263	0.5	0.0
33.0 – 41.0	264 – 331	1.0	0.0
41.5 – 49.0	332 – 395	1.0	0.0
49.5 – 57.5	396 – 463	1.5	0.0
58.0 – 65.5	464 – 527	1.5	0.0
66.0 – 74.0	528 – 595	2.0	0.0
74.5 – 82.0	596 – 659	2.0	0.0
82.5 – 90.5	660 – 727	2.5	0.0
91.0 – 98.5	728 – 791	2.5	0.0
99.0 – 107.0	792 – 859	3.0	0.0
107.5 – 115.0	860 – 923	3.0	0.0
115.5 – 123.5	924 – 991	3.5	0.0
124.0 – 131.5	992 – 1055	3.5	0.0
132.0 – 140.0	1056 – 1123	4.0	0.0
140.5 – 148.0	1124 – 1187	4.0	0.0
148.5 – 156.5	1188 – 1255	4.5	0.0
157.0 – 164.5	1256 – 1319	4.5	0.0
165.0 – 173.0	1320 – 1387	5.0	0.0
173.5 – 181.0	1388 – 1451	5.0	0.0
181.5 – 189.5	1452 – 1519	5.0	0.5
190.0 – 199.5	1520 – 1599	5.0	0.5
200.0 – 209.5	1600 – 1679	5.0	1.0
210.0 – 219.5	1680 – 1759	5.0	1.0
220 and over	1760 and over	5.0	1.5

Note: Leave shall be recorded in whole or half days only.

ADDITIONAL
INFORMATION

Employees shall be charged leave as used whether or not a substitute is employed. Nonexempt employees who have accumulated compensatory time shall be required to use such compensatory time prior to utilizing state personal leave or local sick leave when they are absent from work. The immediate supervisor may require or direct a nonexempt employee to use or take compensatory time in order to reduce the balance of hours of compensatory time that the employee has accumulated.

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Nonexempt employees shall be required to use all accumulated compensatory time by June 30 of each year. Under extenuating circumstances, nonexempt employees may be allowed by their immediate supervisors to carry forward no more than 20 hours of compensatory time into the ensuing school year. Any hours carried forward must be used by December 31 of the ensuing school year.

Leave shall be utilized in the following order:

1. Compensatory time (nonexempt employees only)
2. State sick leave accumulated prior to the 1995–96 school year
3. Local sick leave
4. State personal leave

STATE SICK LEAVE State sick leave accumulated prior to the 1995–96 school year is subject to the terms and conditions applicable to such state sick leave and provisions of the Family and Medical Leave Act.

LOCAL SICK LEAVE Local sick leave provisions continue in effect, but the granting of local personal business leave is discontinued in favor of state personal leave. In addition, local specific emergency leave provisions have been eliminated. The purposes of such leave are served effectively by state personal leave.

The intent of the District is to assist its employees by continuing to provide them the opportunity to take care of emergencies through the use of state personal leave and sick leave.

STATE PERSONAL LEAVE There are two types of state personal leave:

1. Nondiscretionary leave, and
2. Discretionary leave.

NON-DISCRETIONARY LEAVE Nondiscretionary leave is leave used for the employee's own illness, leave used for illness in the employee's family, leave used for emergencies, leave used for a death in the employee's family, or leave used when situations, occurrences, or incidents prevent the employee from reporting to work. Nondiscretionary leave reasons allow very little, if any, advance planning and the leave should be granted in every case.

DISCRETIONARY LEAVE Discretionary leave is leave that may be taken at the individual employee's option, for which it is possible to give advance notice to the principal or unit head. Advance notice will allow principals to plan accordingly so that any negative impact on the instructional program will be lessened as much as possible. In addition, in or-

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der to preserve the continuity of the instructional program, discretionary leave shall not be allowed in the following circumstances:

- The first day of instruction.
- The last day of instruction.
- The day before a school holiday.
- The day after a school holiday.
- Days scheduled for end-of-semester or end-of-year exams.
- Days scheduled for state-mandated assessments.
- Professional or staff development days.

A request for discretionary personal leave must be submitted to the principal or immediate supervisor, in writing, at least one day (24 hours) in advance for each day of planned absence. Use of discretionary personal leave shall be considered granted unless the principal or immediate supervisor notifies the employee to the contrary.

Discretionary personal leave may not be taken for more than five consecutive days per semester or ten days maximum per payroll year, except in extenuating circumstances as determined by the Superintendent.

Employees are expected to report to work every assigned workday unless they must be absent for one of the reasons discussed in this section. Unauthorized absences are considered job abandonment and shall be grounds for termination of employment.

At no time may an employee elect to be absent from duty and charge the absence to "absent without pay," without the approval of the employee's supervisor. A request to be "absent without pay" must be submitted to the principal or immediate supervisor in writing at least one day (24 hours) in advance for each day of the planned absence. Supervisors must notify the employee whether or not the absence is approved.

SUPERVISOR
RESPONSIBILITY

Supervisors shall monitor employee attendance and are to counsel employees who are experiencing frequent absences.

MEDICAL
CERTIFICATION

An employee may be required to submit medical certification for any absence due to illness of the employee or the employee's immediate family of more than three consecutive workdays.

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

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FAMILY AND MEDICAL LEAVE	<p>All eligible District employees shall be entitled to leave in accordance with the Family and Medical Leave Act.</p> <p>An employee shall be eligible for 12 weeks of family medical leave only once in any 12 month period.</p>
CONCURRENT USE OF LEAVE	<p>Except for employees who are receiving workers' compensation wage benefits, the District shall require the use of all applicable accumulated leave in the order determined by this policy, followed by temporary disability leave when applicable, concurrently with family and medical leave. [See WORKERS' COMPENSATION, below]</p>
COMBINED LEAVE FOR SPOUSES	<p>If both spouses are employed by the District, combined family and medical leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition may be limited to a combined total of 12 weeks as determined by the needs of the District.</p>
INTERMITTENT LEAVE	<p>Intermittent leave shall not be permitted for the adoption or placement of a child with the employee.</p>
CERTIFICATION OF ILLNESS	<p>Upon request for family and medical leave for the employee's serious health condition or that of a spouse, parent, or child, and at 30-day intervals thereafter, the employee shall provide medical certification of the illness or disability.</p>
SECOND OPINION	<p>The District may require a second medical opinion at District expense. In the case of conflicting medical opinions, a third opinion may be sought at District expense, which shall be the binding opinion. The health care provider for the second opinion shall be determined by the District but it shall not be someone in the regular employment of the District. The health provider for the third opinion, which shall be binding on both the employee and the District, shall be determined jointly by the employee and the District.</p>
RECERTIFICATION	<p>The District may require subsequent recertification during an employee's leave period. In addition, the District shall require medical certification from the employee's health care provider when the employee claims to be unable to return to work at the end of the family and medical leave period.</p>
MEDICAL RELEASE	<p>The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.</p>
TEACHER REINSTATEMENT	<p>A teacher desiring to return to work at or near the conclusion of a semester shall be reinstated in accordance with the END-OF-TERM LEAVE section in DEC(LEGAL).</p>

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RESIGNATION	If, at the expiration of the family and medical leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of the employee benefits contribution made by the District during the period in which such leave was taken as unpaid leave.
TEMPORARY DISABILITY LEAVE	The maximum length of temporary disability leave for certified full-time employees shall be 180 calendar days. [See provisions on UNPAID ADDITIONAL LEAVE OF ABSENCE, below]
JURY DUTY	An employee shall be granted leave with pay and without loss of accumulated leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for this service.
OTHER COURT APPEARANCES	Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.
WORKERS' COMPENSATION	An employee otherwise eligible to receive workers' compensation wage benefits may elect to use accumulated leave, if any, even while on Family and Medical Leave. If the employee elects to use accumulated leave, the amount normally paid for such leave shall be coordinated with the amount of temporary income benefits (TIBS) paid to the employee so that the sum of the amount of TIBS and paid leave received equals the employee's preinjury wage rate.
ASSAULT LEAVE	Assault leave, during which the employee receives workers' compensation wage benefits supplemented by the District up to the preassault weekly salary, may be designated as Family and Medical Leave.
PAYMENT FOR ACCUMULATED LEAVE AT RETIREMENT	At the time of retirement or resignation, an employee shall be paid one-half of the accumulated leave to his or her credit based on the salary or wages for the last year of employment if: <ol style="list-style-type: none">1. The employee is retiring in accordance with the Teacher Retirement System (TRS) provisions; or2. The employee has reached the age of 65 with less than the minimum number of years of creditable service for vested interest in TRS; or3. The employee is eligible to retire under TRS but elects not to accept retirement benefits from the Texas Teacher Retirement System because benefits from the spouse's retirement plan would be reduced; or4. At the time of death, the employee was actively employed by the District and was eligible to retire under TRS provisions. In

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conforming to this last provision, payment will be made to the employee's estate.

PAID
DEVELOPMENTAL
LEAVE OF ABSENCE

The Board has chosen to exercise, under specific conditions described below, the option provided by Education Code 21.452 to grant a paid developmental leave of absence to a "qualified educator," defined as an employee working in a position requiring a permanent teaching certificate, who has served in the District at least five consecutive school years.

ELIGIBILITY

To be eligible for a paid developmental leave of absence, a qualified educator must be accepted for admission to the Doctor of Education program in Educational Leadership and Administration at the University of Texas at El Paso. Only qualified educators who are enrolled to study in this program may apply for a paid developmental leave of absence.

LENGTH OF PAID
LEAVE

A paid developmental leave of absence shall be granted on a one-time basis, and only for the first semester of study in this program during which time the educator is enrolled in the core and academic residency portion of the program.

CONDITIONS

An employee who is approved and enrolled in this doctoral program shall be required to work one-half of the regular workday during the semester that he or she is completing the residency requirement and on a paid developmental leave; during this semester, the employee shall receive his or her full regular salary and benefits. However, any additional time-off necessary or required, beyond the paid developmental leave, to meet the program requirements shall need the approval of the Superintendent or designee.

ADDITIONAL UNPAID
LEAVE

If considerable time-off is required and if that time off would interfere with the employee's job or job performance, the employee may have to request an unpaid leave of absence for professional study.

UNPAID LEAVE OF
ABSENCE

An unpaid leave of absence in addition to the ones described above may be granted to an employee who has completed one or more years of successful employment with the District. The granting of an unpaid additional leave of absence is entirely discretionary and based upon the individual merits of the case.

SUPERINTENDENT'S
AUTHORITY

The Board delegates to the Superintendent or designee the authority to grant unpaid additional leaves of absence to eligible employees in accordance with the following provisions, for the following reasons:

PERSONAL ILLNESS

1. The employee's written request must be accompanied by a doctor's statement, and the medical release to return to duty shall be submitted before the employee reports back to work.

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When granted, this leave shall run concurrently with family and medical leave; for certified employees who are eligible for the temporary disability leave provided by Education Code 21.409, temporary disability, unpaid additional leave and family and medical leave shall run concurrently.

Accordingly, an employee who takes family and medical leave and later is granted an additional leave of absence for personal illness, shall count the days taken during the family medical leave (and temporary disability leave if applicable) as part of the total number of days allowed during the unpaid additional leave.

PROFESSIONAL
STUDY OR TRAVEL

2. An employee who has been issued a term or continuing contract may be granted an additional unpaid leave of absence to pursue professional study, to study in a foreign country, or for extensive travel that would aid the employee in the performance of his or her assignment.

An employee not on a term or a continuing contract may be granted an unpaid leave for professional study or travel provided the employee has completed four years of continuous satisfactory service to the District.

EXTREME
HARDSHIP

3. An employee may be granted an unpaid additional leave of absence if it involves the welfare of a member of the employee's immediate family.

APPEAL TO BOARD

The Superintendent's or designee's decision against granting an unpaid additional leave of absence to an employee is appealable to the Board. [See DGBA(LOCAL)]

LENGTH OF LEAVE

An unpaid additional leave of absence is granted one semester at a time, for a period of up to two years. If an employee who was granted an unpaid additional leave of absence for personal illness reasons returns to active duty prior to the maximum two years allowed and later experiences a recurrence of the illness, he or she may request the unpaid additional leave of absence be reinstated until the full two years are used. Such a leave may not, however, be extended beyond the combined total two-year period.

RETURN TO DUTY
AFTER PAID LEAVE

In addition to the provisions for restoration to position following FMLA leave, the position of an employee who is out on a paid leave of absence covered by paid sick leave or personal leave shall be held until all such paid leave has been exhausted. Upon return to duty, the employee shall be restored to the previous position, provided that the employee was covered by paid personal leave or sick leave for the duration of the absence.

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(LOCAL)

RETURN FROM
UNPAID LEAVE —
CERTIFIED
CONTRACTUAL

A certified contractual full-time employee returning from an extended unpaid leave of absence other than family and medical leave (i.e., unpaid additional leave of absence or on-the-job-injury absence extending beyond the FMLA period) must notify the associate superintendent for Human Resources of a desire to return to active duty at least 30 days prior to the expected date of return. The notice must be accompanied by a physician's statement, if applicable, indicating the employee's ability to resume work.

The returning employee is entitled to an assignment within the District equivalent to the assignment vacated when he or she was placed on leave, subject to the availability of a suitable position and subject to all Board policies regarding the filling of vacancies and assignments. [See DEC(LEGAL)]

RETURN FROM
UNPAID LEAVE —
NONCERTIFIED /
NONCONTRACTUAL

Noncertified or noncontractual full-time employees who return from an extended unpaid leave of absence other than family and medical leave (i.e., unpaid additional leave of absence or on-the-job-injury absence extending beyond the FMLA period) must notify the associate superintendent for Human Resources of a desire to return to active duty at least 30 days prior to the expected date of return. The notice must be accompanied by a physician's statement, if applicable, indicating the employee's ability to resume work.

The returning employee shall be given every consideration for a position over an applicant who is new to the District.

EXTENSION OF
UNPAID LEAVE OF
ABSENCE

A request for an unpaid additional leave of absence, or of an extension thereof, shall be in writing and must present facts that merit the Board's action. A request for leave for the fall semester shall be filed in writing by August 1. A similar request for the spring semester shall be filed in writing by December 18. Requests filed after these deadlines may be considered only if there are extenuating circumstances.

An employee who is granted an unpaid additional leave of absence has no vested right in any particular assignment and cannot expect to be returned to the position held prior to the leave. Such individual shall be subject to assignment to a suitable position available at the time he or she returns to active duty.

An employee on an unpaid additional leave of absence may choose to continue the group life and health insurance plans by making payments in advance. [See CRD(LOCAL)]

CATASTROPHIC SICK
LEAVE BANK

The District has established a sick leave bank to benefit employees who are faced with extended absences due to catastrophic or long-term illness or injury to the employee or to a member of his or her immediate family.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

DEFINITION	<p>Catastrophic leave bank participants whose sick and personal leave is exhausted may draw from the bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury, based on competent medical evidence, certified by a licensed medical professional, that has caused an employee to be incapacitated from the performance of his or her duties as an employee of the District, or is reasonably certain to result in such incapacity for 20 workdays within one year.</p> <p>Catastrophic illness or injury shall also include an illness or injury that incapacitates an immediate member of the employee's family, which incapacity requires the employee to take time off from work for a period of 60 consecutive workdays, and taking extended time off from work creates a financial hardship for the employee.</p> <p>For the purpose of this policy, a "day" shall be any day an employee is expected to be on duty as determined by the current school calendar.</p>
EMPLOYEE CONTRIBUTIONS AND ELIGIBILITY	<p>An employee who wishes to donate sick leave shall execute an authorization for the sick leave assignment to the sick leave bank. Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the employee. The contribution is limited to no more and no less than two days [see DEC(EXHIBIT)]. The two days must be from accumulated local sick leave days, or from state personal leave days accrued on or after June 1, 1995. Employees must use all accrued personal and sick leave available to them before they become eligible to draw from the bank.</p>
ENROLLMENT PERIOD	<p>Contributions to the bank shall be made between September 1 and October 1 of each school year.</p> <p>If the number of days in the bank on August 31 exceeds 500 days, no additional contributions shall be required of a returning contributor. Those employees joining the bank for the first time and those employees returning from leave shall be given the opportunity to contribute to the bank.</p>
ADMINISTRATION OF SICK LEAVE BANK	<p>All requests for consideration of sick leave bank benefits shall be submitted to the associate superintendent for Human Resources for review and approval.</p> <p>All applications shall be reviewed within ten working days of the receipt of the application and a timely response shall be provided to the employee.</p>
LOSS OF BENEFIT	<p>An employee receiving sick leave bank benefits shall lose the right to the benefits of the bank by:</p> <ul style="list-style-type: none">• Termination of employment with the District;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

- Suspension without pay (no sick leave bank benefits during the period of suspension);
- Being on approved leave of absence other than personal illness;
- Failure to apply for disability or medical retirement when a physician has determined that the employee will not likely return to work and will qualify for disability retirement;
- Failure to report immediately any job held for which the contributor receives remuneration during the period he or she is on leave days granted from the sick leave bank;
- Any abuse or misuse of the rules of the sick leave bank as determined by this policy. The employee may be required to reimburse the District for incurred costs.

NUMBER OF DAYS
GRANTED

Employees who are eligible to draw from the bank will receive no more than 30 days per request. If necessary, contributors may re-apply for up to an additional 30 sick leave days. Leave from the bank may not be used from one school year to the next. Employees must reapply at the beginning of the new school year.

If the bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide additional days.

MEDICAL REVIEW

An employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the associate superintendent for Human Resources to determine the employee's eligibility to receive donated leave. Upon request, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation at the employee's expense.

APPEAL OF DECISION

An employee dissatisfied with any action taken or decision made by the District may submit a Level II appeal to the Superintendent pursuant to DGBA(LOCAL). No request for an appeal shall be considered by the Superintendent unless the request is submitted no later than ten workdays after the action or decision in question is received by the employee.

COLLATERAL
BENEFITS

Leave may not be drawn from the bank in connection with illness or injury which qualifies the contributor for payments from an alternative source such as disability income insurance, workers' compensation income benefits, and the like, that provides to the contributor at least 60 percent of the contributor's preillness or preinjury regular rate of pay, unless the contributor has exhausted all such benefits.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Any leave days given to a contributor shall be coordinated with any collateral benefits being received by the contributor, so that the sum of the amount of collateral benefits and the amount of sick leave benefits received by the contributor does not exceed the contributor's preillness or preinjury rate of pay.

CANCELLATION OF
SICK LEAVE BANK

In the event the catastrophic sick leave bank is cancelled, it shall continue to function until it exhausts the balance of the days remaining.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(REGULATION)

REPORTING
ABSENCES

When an employee must be absent from work, it is the responsibility of the employee to notify the principal and/or immediate supervisor, if possible, the day before the absence. In any event, the employee should notify the principal and/or immediate supervisor no later than 5:30 a.m. on the day of the absence. Where substitutes are required, the employee should notify the principal and/or immediate supervisor by 3:00 p.m. (1:30 p.m. for Food and Nutrition Services personnel) each day the employee is absent as to whether or not he or she will be on duty the following day. If the employee is able to return to duty but fails to notify the principal and/or immediate supervisor in a timely manner, and the substitute is retained, the employee will be charged a day of leave or docked.

In addition to notifying the principal and/or immediate supervisor, the employee must call the absence in to the TEAMS system and provide a job number to the supervisor.

An employee may be excused from duty by the principal and/or immediate supervisor for as much as one hour for an emergency or temporary illness. Any absences over one hour must be reported by the principal or immediate supervisor on the payroll sign-in roster.

A doctor's certificate shall be provided by the employee after a leave of absence due to illness and/or after surgery or a serious accident. All absences due to accidents and serious or long-term illness of employees must be reported to the Human Resources Department.

Principals must request all substitutes through the TEAMS system. The principals must also release, retain, and report transfer of substitutes within the building daily.

PROLONGED
ABSENCES

Employees absent on family and medical leave for reasons other than an on-the-job injury (OJI) shall receive pay for the number of days of absence that are covered by days of accumulated personal leave, sick leave, and compensatory time. If such an employee is unable to return to work after exhausting all available paid leave and FMLA leave, he or she may request a temporary disability leave, if applicable, or an unpaid additional leave of absence for reason of personal illness or injury.

Recipients of workers' compensation wage benefits may elect to use accumulated leave in accordance with CRE(LEGAL) and DEC(LOCAL). If such an employee is unable to return to work after exhausting FMLA leave, assault leave (if applicable), and any accumulated paid leave that the employee voluntarily has elected to use, he or she may request a temporary disability leave, if appli-

COMPENSATION AND BENEFITS
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DEC
(REGULATION)

cable, or an unpaid additional leave of absence for reason of personal illness or injury.

If the additional leave is granted, the employee shall be paid any remaining earned salary and placed on inactive payroll status. The employee shall have no vested right to any particular assignment of duties and cannot expect to be returned to the same position he or she held prior to the absence, unless the employee is covered by paid personal leave, sick leave, and/or compensatory time for the entire leave.

When a qualified individual employee with a disability is returning to work from an approved leave of absence to fill an available position, the District administration will work with the employee to consider reasonable accommodation, if needed, that would not cause an undue hardship to the District, so that the employee can perform the essential functions of the job. The District's ADA/Section 504 coordinator (compliance officer) may be involved in this process. [See DAA regarding qualified individuals with a disability, reasonable accommodation, undue hardship, direct threat to health or safety of others, etc.]

ABSENCE FOR
SCHOOL-RELATED
TRIPS

At least 21 working days in advance of an anticipated professional or school business-related trip, a trip request must be submitted by an employee who plans to be absent from duty, with or without loss of pay.

The trip request form may be secured from the office of the principal or department head and must be approved by the principal or department head responsible for approving the funding and the office of the Superintendent for associate superintendents or executive directors reporting directly to the Superintendent before the absence occurs.

In addition to the approval of the principal or department head, the following approvals must be obtained:

1. For principals and assistant principals—approval of the appropriate associate superintendent for school supervision and instruction.
2. For coaches of athletics—approval of the director for athletics.
3. For instrumental and vocal music instructors—approval of the director for fine arts.
4. For special education personnel—approval of the associate superintendent for special populations, state and federally funded programs.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(REGULATION)

5. For vocational education personnel—approval of the associate superintendent for high schools supervision and instruction.

ABSENCE FOR JURY
DUTY

Employees who are absent for jury duty reasons and who are released from jury duty or placed on standby before noon should return to work regardless of whether a substitute has already been employed. Employees who are released or placed on standby after noon should not return to work that day.

Upon the employee's final release from jury duty, he or she shall provide to the principal and/or department head appropriate documentation certifying the time served.

El Paso Independent School District
Authorization Form for Contribution to Catastrophic
Sick Leave Bank

I, _____, voluntarily contribute two of my accredited sick leave days to the El Paso Independent School District catastrophic sick leave bank. My signature authorizes the District to transfer two sick leave days from my accredited sick leave to the sick leave bank. I understand this contribution makes me a member of the bank and entitles me to all the rights and privileges as stated in the catastrophic sick leave bank policy in DEC(LOCAL). I understand that my contribution is irrevocable. I also understand that the District is under no obligation to fund any request I may make of the sick leave bank if there are not enough days in the bank to do so or if my request otherwise does not qualify under the policy. I also understand that the sick leave bank policy may be amended or cancelled by the EPISD Board of Trustees at any time.

Employee Name—Please Print

Employee Signature

Employee Social Security Number

Employee Site

Date

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(REGULATION)

Twelve-month clerical employees will be assigned 221 days of duty each year. The following shall apply:

1. Clerical personnel are hourly employees. Any clerical person who works more than 221 days will be compensated for any additional days worked.
2. It is the responsibility of the unit head or principal to make sure that clerical employees do not work more than 221 days.
3. Principals or unit heads must obtain prior approval from the Superintendent before allowing any clerical employee to work more than 221 days.

EMPLOYEES ELIGIBLE
FOR VACATION DAYS

12-MONTH
EMPLOYEES

Twelve-month employees on the hourly pay schedule will be assigned to work all days in the official school calendar as approved by the Board that are not designated as official holidays, plus the days in the calendar designated as holidays that are associated with the July 4 holiday period. July 4 is a holiday for all personnel and is not included as a duty day. The actual possible total number of duty days will vary from year to year due to holidays.

Vacation days will be governed by the following provisions:

1. Ten vacation days are granted each year (July 1 - June 30).
2. The employee must have been employed for six or more months and must have earned pay for at least 120 days on duty.
3. The employee should use the ten vacation days during the school calendar year (July 1 - June 30) for which the days have been granted.
4. On July 1 of any given year, any vacation days from the previous school year ending June 30 may be carried forward but must be used before December 31 of the same calendar year. Those days that have been carried forward that have not been used by December 31 will be lost.
5. When an employee retires, any vacation days not used during the last year of active duty will be compensated at the approved daily rate at the time of the employee's retirement. The daily rate for the hourly employee is determined by multiplying the hourly rate by eight hours per day.
6. An employee who has been employed and received pay for more than six months in any school year (July 1 - June 30) and resigns or is terminated by the District will be compensated for accrued unused vacation days. The number of days will be determined by multiplying the number of full months

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(REGULATION)

employed with pay by 5/6 vacation day per month. [Example: 9 (number of full months employed with pay) multiplied by 5/6 (vacation day per month) equals 7-1/2 (number of vacation days accrued).]

7. Final settlement with employees who resign or are terminated during the school year will be made on the basis of payment for the number of days actually worked during the year, including accrued unused vacation days.
8. If a day that is designated as a holiday in the school calendar, other than a day associated with July 4, falls within an approved vacation period, the holiday is not charged as a vacation day.
9. Assistant and associate superintendents will maintain a record of the number of vacation days available and used by each employee under their supervision. Individual employees are also responsible for maintaining their own record of vacation days. An absence certificate is to be filed for each vacation day used. Pay records will be used to audit the number of vacation days used.
10. Employees, with the approval of the administrator responsible for maintaining the employee's records, will be allowed to take only ten days (current year's allocation) at one time. Under extenuating circumstances, an exception may be made with the approval of the administrator responsible for maintaining the employee's record.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LEGAL)

CLASSROOM SUPPLY
REIMBURSEMENT

If funds are specifically appropriated or TEA identifies available funds, TEA shall establish a reimbursement program under which TEA provides funds to districts for the purpose of reimbursing classroom teachers and campus library media specialists who expend personal funds on classroom supplies.

USE OF FUNDS

The District shall allow each classroom teacher and campus library media specialist in the District who is reimbursed under the reimbursement program to use the funds at the teacher's or specialist's discretion, except that the funds must be used for the benefit of the District's students.

The District may allow, but not require, teachers and campus library media specialists to pool their respective supply monies for the purchase of an item, as long as the item meets the student benefit criteria established by the District.

Education Code 21.414; 19 TAC 61.1081(d)(3)

MAXIMUM
REIMBURSEMENT

Total reimbursement to an individual teacher or campus library media specialist in a single year from the Classroom Supply Reimbursement Grant Program may not exceed \$200. Reimbursements from local funds may exceed the matching requirement (see below).

UNEXPENDED
FUNDS

Funds for each grant period must be expended by the end of the grant period.

ELIGIBILITY
REQUIREMENTS

To be eligible to participate in the classroom supply reimbursement program, the District shall be required to:

1. Reapply to participate each year;
2. Account for funds in accordance with applicable state and federal requirements;
3. Match any funds provided to the District under the reimbursement program with local funds to be used for the same purpose. The District may not use funds received under the reimbursement program to replace local funds used by the District for the same purpose. Local funds may be donated or otherwise provided to the District by community groups, parent/teacher organizations, businesses, professional organizations, and others.
 - a. "Local funds" are all funds over which the District exercises control or approval authority used to reimburse teachers for tangible items of direct benefit to students.
 - b. Individual reimbursements from the Classroom Supply Reimbursement Grant Program must be matched with an equal amount of local funds.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LEGAL)

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

PENALTIES

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

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

DISPUTE
RESOLUTION AND
APPEALS

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

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

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

19 TAC 61.1081

TRAVEL SERVICES

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

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

TRAVEL

Employees traveling on District business shall comply with the District-approved employee and student travel guidelines. Amendments to the employee and student travel guidelines require approval from the Superintendent.

Travel outside the continental United States requires prior Board approval.

VOLUNTEER
OFFICIALS TRAVELING
AT DISTRICT
REQUEST

A nonemployee, unpaid, volunteer official who is asked by the District to represent the District as an official at an out-of-town UIL-sponsored competition at which District students are competing, and who travels to the competition at the request and on behalf of the District, shall be accorded the same treatment as a District employee for purposes of expense reimbursement, including provision of an advance to cover actual and necessary expenses to the same extent as an advance would be made to an employee under the same or similar circumstances.

REIMBURSEMENT

Requests for travel or mileage reimbursements shall be made in a timely manner and in compliance with the employee and student travel guidelines and administrative bulletins.

Travel and mileage reimbursements shall be made in accordance with federal (including IRS), state, and local regulations.

MONTHLY REPORT

Each month, the Superintendent shall submit to the Board a written report on travel expenses for District personnel. The report shall include the name of each employee, the location to which the employee traveled, the function attended by the employee, the purpose of the trip, and the total amount of travel expenses paid or reimbursed by the District to the employee.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(REGULATION)

TRAVEL EXPENSES

General school funds are not to be used to supplement the regular travel budget of any employee. These funds may be used to reimburse the travel expenses of a teacher, sponsor, and/or chaperone of a student activity and for travel expenses of an employee who is assigned to travel when the travel is for the purpose of supporting a school organization, program, or student(s). The following guidelines shall be followed when expending general school funds for travel expenses.

1. Reasonable travel expenses for students who meet the eligibility requirements for participation in student activities and who have been approved by the principal to participate in an activity requiring travel may be paid from general school funds. [See FMF, FMG]
2. The principal may not use general school funds to reimburse travel expenses for personnel not assigned to his or her school.
3. The principal may use general school funds to pay travel expenses for an approved school trip for employees, parents, or patrons assigned as official school chaperones. Expenses may be paid for chaperones on the basis of one chaperone for each 15 students. Chaperones in excess of the 1:15 ratio must pay their own expenses.
4. The principal may use general school funds to pay travel expenses for an approved school trip for an employee who has been assigned as the teacher or sponsor of a school organization or program.
5. The principal may use general school funds to pay travel expenses for an approved school trip for those personnel who have been assigned to travel for the purpose of supporting a school organization, program, or student(s).

Regulations governing the use of funds for travel expenses are listed below:

USE OF LOCAL
SCHOOL FUNDS

1. Local school funds, including the school's fund and any club or activity funds under the jurisdiction of the individual school and handled through the business office, may be expended on school employees for the purpose of making trips or attending conventions provided the employees are serving as sponsors for students on school-sponsored trips and/or the trip is necessary to have a faculty representative at a meeting.

No funds will be allowed for reimbursement unless a trip request has been approved by the principal of the individual school and the Superintendent.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(REGULATION)

All travel expenses must be submitted on the individual school travel expense voucher form to the business agent of the school upon return from the trip. The business agent will charge the expenses to the accounts as designated by the principal.

PROFESSIONAL
PERSONNEL

2. Professional personnel having authorized travel budgets may attend out-of-town meetings that relate to their specific assignments. Reimbursement will be made to the extent of the amount budgeted in the individual's account, subject to these regulations and policy DMD(LOCAL).

PROCEDURES

3. The following shall apply:
 - a. A trip request form, in quadruplicate, shall be filed with the office of the Superintendent by anyone who plans to be absent from duty for the purpose of taking a trip, even though there may be no cost to the school system. No reimbursement will be paid without a prior-approved trip request.
 - b. In the event that reimbursement has been requested on a trip request form, the applicant must file his or her expense account on the approved travel expense voucher form. Reimbursement charged to federal funds is limited to the allowable state rates. Any approved reimbursement in excess of the allowable state rates will be charged to local school funds.

- (1) Reimbursement for travel will be on the basis of the lowest air fare available. Where airline service is not available, the employee will be reimbursed, for mileage in his or her private automobile, at the current state mileage reimbursement rate.

When public transportation is used, a receipt must be submitted for reimbursement.

- (2) When two or more persons travel to the same destination in the same vehicle, mileage will be reimbursed provided the mileage reimbursement is less than the lowest air fare available for the same number of individuals traveling in the vehicle.

Mileage will be computed by the shortest distance between El Paso and the destination as listed on the official highway map. Mileage will be paid station to station only, except that in-town travel by personal automobile will be allowed when it is in lieu of taxi fare.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(REGULATION)

- (3) Taxi and limousine fares as required by the trip will be allowed; however, any bus, limousine, or taxi fare in excess of \$10 must be verified by a receipt. Prior approval must be obtained for use of a rental car.
- (4) Any miscellaneous expenses incidental to and necessary as part of the trip shall be submitted with explanation.
- (5) Hotel/motel bills for room accommodations will be reimbursed up to \$100 per day or at the conference hotels' rate (including tax). When two or more employees share the same hotel/motel room, lodging expenses will be reimbursed provided the amount is less than the reimbursement for individual accommodations. Generally, a one-day meeting will be assumed to require one night's lodging only. the District can reimburse only for the time spent directly on school-related business. If a person arrives in a city earlier than is necessary for the assignment, it will be assumed that the expenses incurred are for personal reasons and are not reimbursable. Hotel/motel bills must be attached to the travel expense voucher form to substantiate the claim.
- (6) Expenses for meals will be reimbursed for actual costs incurred up to \$6 for breakfast, \$9 for lunch, and \$20 for dinner. Tips are included in the limit placed on meal allowance.
- (7) Receipts for registration at pre-approved conferences and conventions must be submitted. Any request for registration fee reimbursement must be exclusive of meals and pleasure tours.
- (8) The policy of the District is that all employees must bear the cost of their own dues for memberships in organizations.

Request for approval to attend organizational conventions where a nonmember fee is charged must have this charge approved by the Superintendent before the trip is made.
- (9) Travel expenses from federal funds will be reimbursed up to the state allowable rates. Expenses in excess of the state allowable rate will be reimbursed from local funds.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(REGULATION)

- c. All travel expense vouchers and receipts are to be sent to the Superintendent.
- d. If the Superintendent initiates the trip, the person making the trip can properly expect all of the actual travel expenses will be reimbursed. Written explanation shall be submitted to support any expenditures that might be considered excessive.
- e. When a trip is made on a partial-aid basis, with someone else bearing a part of the expenses, the school system may meet the remainder of the necessary and actual trip expense as outlined above.
- f. If the employee makes a trip for personal reasons and finds it necessary or possible to do something while there that is of definite value for the District, he or she may be allowed partial subsidy upon application to the Superintendent.
- g. The Superintendent may allow a school employee to be absent from duty without loss of pay for a trip classified as a "professional benefit" trip, which expenses the schools are unwilling to meet to any extent. Such trips may be approved by the Superintendent, with no deduction in pay and a substitute employed for the applicant, if necessary.
- h. If an employee wishes to make a trip at the expense of someone other than the school system, he or she may apply to the Superintendent for approval of the trip without loss of pay.
- i. Ordinarily, reimbursement for travel expenses will be allowed after the trip has been made. However, the school system may advance actual travel expenses upon request and with approval of the Superintendent. When an advance is requested, the employee must return unused funds immediately upon return from the trip.
- j. Reimbursement for rental cars will not be allowed unless prior approval is obtained.

CARRY-OVER OF
TRAVEL
ALLOWANCE

- 4. The following shall apply:
 - a. Individual travel allowances are designated for the fiscal school year, September 1 through August 31.
 - b. Any amount of travel allowance not used during the fiscal year will be automatically carried over into the follow-

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(REGULATION)

ing year, but under no circumstances will the amount carried forward exceed the travel allowance for one year. The carry-over plus the new travel allowance cannot exceed \$650.

- c. Persons who are promoted to new positions cannot carry their travel allowance forward from their previous positions.

TRIP REPORT

- 5. A brief summary report may be requested from any employee attending a convention or meeting at school expense.

Laws governing the Teacher Retirement System (TRS) of Texas are codified in the Texas Government Code, Title 8, Subtitle C, chapters 821-830. The rules promulgated by TRS are codified in the Texas Administrative Code, Volume 34, Part 3, chapters 21-53. Additional information is available directly from TRS at the following address, telephone numbers, and Web site:

Teacher Retirement System of Texas
1000 Red River Street
Austin, Texas 78701-2698
Telephone: (800) 223-8778 or (512) 542-6400
TTY (for hearing impaired) Telephone: (800) 841-4497
or (512) 542-6444
Web Site: www.trs.state.tx.us

Additional information is available also from the District's director for employee benefits.

Upon retirement, all employees who have rendered faithful service to the District and who have retired under the Teacher Retirement System of Texas will be recognized by the Superintendent's Office with plaques of appreciation.

[See DEC(LOCAL) for provisions for payment of one-half of unused accumulated sick leave upon retirement]

TERMINATION OF CONTRACT

DF
(LEGAL)

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

WITHHOLDING
INFORMATION

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

DISCHARGE OF
CONVICTED
EMPLOYEES

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

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

EXCEPTION

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

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

CERTIFICATION TO
SBEC

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

SANCTIONS

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

OPTIONAL
TERMINATION

The District may discharge an employee if the District obtains information of the employee's conviction of a felony or of a misdemeanor involving moral turpitude that the employee did not dis-

TERMINATION OF CONTRACT

DF
(LEGAL)

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

Education Code 22.085 [See DBAA]

CERTAIN OFFENSES
AGAINST CHILDREN

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

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

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

Education Code 21.058

FAILURE OF
CERTIFICATION

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

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

DISTRICT'S
OPTIONS

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

1. Terminate the employee;
2. Suspend the employee with or without pay; or
3. Retain the employee for the remainder of the school year on an at-will employment basis in a position other than classroom teacher at the employee's existing rate of pay or at a reduced rate.

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

NO APPEAL OR
CHAPTER 21
HEARING

The District's decision under Education Code 21.0031(b) is not subject to appeal under Education Code Chapter 21, and the notice and hearing requirements of this chapter do not apply to the decision.

TERMINATION OF CONTRACT

DF
(LEGAL)

APPLICABILITY	These void contract provisions do not affect the rights and remedies of a party in an at-will employment relationship and do not apply to a certified teacher assigned to teach a subject for which the teacher is not certified. <i>Education Code 21.0031; <u>Nunez v. Simms</u>, 341 F.3d 385 (5th Cir. 2003)</i>
REPORT TO SBEC	In addition to the reporting requirement under Family Code 261.101 [see FFG], the Superintendent shall promptly notify SBEC if the Superintendent has reasonable cause to believe that:
CRIMINAL RECORD	1. An educator employed by or seeking employment by the District has a criminal record;
ASSESSMENT INSTRUMENT	2. The educator engaged in conduct that violated the assessment instrument security procedures established under Education Code 39.0301; or
RESIGNATION	3. The educator resigned and reasonable evidence supports a recommendation by the Superintendent to terminate the educator based on a determination that the educator engaged in misconduct described in 4(a)–(e), below [see DFE];
TERMINATION	4. An educator’s employment at the District was terminated based on a determination that the educator: a. Abused or otherwise committed an unlawful act with a student or minor; b. Possessed, transferred, sold, or distributed a controlled substance, as defined by Health and Safety Code Chapter 481 or by 21 U.S.C. Section 801 et seq.; c. Illegally transferred, appropriated, or expended funds or other property of the District; d. Attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or license for the purpose of promotion or additional compensation; or e. Committed a criminal offense or any part of a criminal offense on school property or at a school-sponsored event. “Abuse” has the meaning assigned by Family Code 261.001 and includes any sexual conduct involving an educator and a student or minor.
REPORTS	The Superintendent must file a report with SBEC within seven calendar days after first learning about an alleged incident of miscon-

TERMINATION OF CONTRACT

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(LEGAL)

duct described in items 1–3, above. The report must be in writing and in a form prescribed by SBEC.

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

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

IMMUNITY

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

Education Code 21.006; 19 TAC 249.14

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA
(LEGAL)

DISCHARGE

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

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

SUSPENSION

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

NOTICE

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

HEARING

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

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

Education Code 21.251, 21.253 [See DFD]

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA
(LOCAL)

SUSPENSION WITH
PAY

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

SUSPENSION
WITHOUT
PAY/TERMINATION

The Superintendent is authorized to reassign or suspend with pay, or to recommend to the Board the suspension without pay or the termination of employment of, any certified professional employee employed under a probationary contract who is arrested and charged with a misdemeanor involving moral turpitude, a felony, or any criminal offense involving an alleged drug violation, in accordance with applicable legal and local provisions. [See DFAA(LEGAL)]

The Superintendent shall recommend to the Board the termination of employment of any such employee who is convicted of any criminal offense involving drugs or other controlled substances, in accordance with applicable legal and local provisions. [See DF(LEGAL)]

PROBATIONARY CONTRACTS
TERMINATION AT END OF YEAR

DFAB
(LEGAL)

GROUND FOR
TERMINATION

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

NOTICE

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

NO APPEAL

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

Education Code 21.103(a)

FAILURE TO NOTIFY

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

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

Education Code 21.103(b)

PROBATIONARY CONTRACTS
RETURN TO PROBATIONARY STATUS

DFAC
(LEGAL)

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

AFTER BOARD
PROPOSAL

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

AFTER NOTICE FROM
SUPERINTENDENT

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

NOTICE

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

NEW PROBATIONARY
PERIOD

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

Education Code 21.106

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(LEGAL)

SUSPENSION
WITHOUT PAY

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

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

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

Education Code 21.211(b)

BACK-PAY

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

GROUND FOR
DISMISSAL

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

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

Education Code 21.211(a)

NOTICE

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

HEARING

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

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

Education Code 21.251, 21.253 [See DFD]

SUSPENSION WITH
PAY

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

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

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(REGULATION)

SUSPENSION AND /
OR DISMISSAL

The Superintendent has the responsibility of determining transfer, reassignment, or suspension with pay, and/or to recommend to the Board suspension without pay or termination of any employee during the school year when circumstances exist that affect the ability of the employee to effectively perform his or her assigned duties, or when the conduct of the employee is, or has been, detrimental to students, or when the continued presence of the employee at his or her assigned position is not in the best interest of the District.

INVESTIGATION

When the District receives information and/or documentation concerning the conduct of any employee that may affect the ability of the employee to effectively perform assigned duties, or that the conduct of the employee is or may be detrimental to students, or that it may not be in the best interest of the District for the employee to continue in his or her assigned position, an investigation shall be conducted.

NOTICE TO THE
EMPLOYEE

When the investigation is completed, the appropriate human resources administrator shall notify the employee, as appropriate, if the conduct of the employee meets the guidelines for personnel action under this administrative regulation including transfer, reassignment, suspension (with or without pay), and/or dismissal. The employee shall be promptly advised of the investigation and results of the investigation and shall be provided an opportunity to respond to the information and any proposed personnel action.

PROCEDURE

After the initial notice to the employee and upon hearing the employee's response, the appropriate human resources administrator shall forward a recommendation to the associate superintendent for human resources to review. If the employee or his or her representative is not able to meet with the appropriate human resources administrator due to reasons beyond the employee's control or because of a refusal to meet, the appropriate human resources administrator shall forward a recommendation to the associate superintendent for human resources to review.

If warranted, the associate superintendent for human resources may meet with the employee and/or representative.

Subsequently the associate superintendent for human resources shall submit a recommendation to the Superintendent.

The Superintendent shall review the reports of the investigation to determine whether any personnel action should be taken or a recommendation should be made to the Board.

NOTICE OF
PERSONNEL
ACTION

In the event of a personnel action, the Superintendent shall notify the employee, in writing, and advise the employee of the following:

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(REGULATION)

TRANSFER
AND / OR
REASSIGNMENT

1. In the case of transfer, reassignment, and/or suspension with pay, the Superintendent will state the reasons for said action. The Superintendent's decision may be appealed to the Board upon the employee's timely written request filed with the Superintendent or designee after the decision is communicated to the employee pursuant to the District's grievance procedure. [See DGBA(LOCAL)]

SUSPENSION OR
TERMINATION

2. In the case of a proposed suspension without pay or a proposed termination, the requirements and procedures of DFBA (LEGAL) and (LOCAL) shall be observed.

TERM CONTRACTS
NONRENEWAL

DFBB
(LEGAL)

GROUND FOR
NONRENEWAL

The Board may terminate a term contract for a financial exigency that requires a reduction in personnel. *Education Code 21.211(a)*

REASONS

The Board shall establish by policy reasons for nonrenewal at the end of a school year. *Education Code 21.203(b)*

EVALUATIONS

Before making a decision not to renew a term contract, the Board shall consider the most recent evaluations if the evaluations are relevant to the reason for the Board's action. *Education Code 21.203(a)* [See DNA]

NOTICE

Not later than the 45th day before the last day of instruction in a school year, the Board shall notify in writing each term contract employee whose contract is about to expire of its proposal to renew or not renew the contract.

The Board's failure to give notice of a proposed renewal or nonrenewal constitutes an election to employ the term contract employee in the same professional capacity for the following school year.

Education Code 21.201, 21.206

REQUEST FOR
HEARING

If the employee desires a hearing after receiving notice of the proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after receiving the notice of proposed action. The Board shall provide for a hearing to be held within 15 days after receiving written notice from the employee requesting a hearing unless the parties agree in writing to a different date. Such hearing shall be closed unless an open hearing is requested by the employee and shall be conducted in accordance with rules promulgated by the District.

BOARD HEARING

If the employee requests a hearing, the Board shall hold a hearing at which the employee may:

1. Be represented by a representative of the employee's choice;
2. Hear the evidence supporting the reason for nonrenewal;
3. Cross-examine adverse witnesses; and
4. Present evidence.

Education Code 21.207

BOARD DECISION

To evaluate the evidence put before it, the Board shall use the preponderance of the evidence standard of review. *Whitaker v. Marshall ISD, Comm. Ed. Dec. No. 112-R1-598 (1998)*

TERM CONTRACTS
NONRENEWAL

DFBB
(LEGAL)

Following the hearing, the Board shall take the appropriate action and notify the employee in writing of that action within 15 days following the conclusion of the hearing.

NO HEARING

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

Education Code 21.208

HEARING EXAMINER

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

APPEALS

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

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of a professional certified 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 required or assigned duties.
4. Inability to maintain discipline in the classroom or at assigned school-related functions.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Conducting personal business during school hours when it results in neglect of duties.
8. Reduction in force because of decline in enrollment District-wide, in affected course offerings, in tax revenues, or in funding, or because of financial exigency or program change. "Program change" as used herein includes any elimination, curtailment, or reorganization of a curriculum or course offering, program, or school operation; legislative revision to program funding; a school, departmental, or administrative reorganization; or a reorganization or consolidation of two or more individual units, schools, or school districts.

In identifying persons proposed for nonrenewal under this reason, the District shall target employment areas and apply criteria for decisions from DFF(LOCAL). No other section of that policy shall apply. If at the time of a requested hearing there exists a vacancy for which the affected employee is qualified, the employee shall be considered for the position.

9. Drunkenness or excessive use of alcoholic beverages; illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act.
10. The possession, use, or being under the influence of alcohol, alcoholic beverages, or drugs and narcotics as defined by the Texas Controlled Substances Act, while on school property,

working in the scope of the employee's duties, or attending any school- or District-sponsored activity.

11. Being formally charged with any felony or any crime involving moral turpitude or the possession, transfer, sale, or distribution of a controlled substance.
12. Failure to report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy. [See DH(LOCAL)]
13. Failure to meet the District's standards of professional conduct.
14. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
15. Disability, not otherwise protected by law, that impairs performance of required duties.
16. Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude, or indicative of corruption, indecency, or depravity.
17. 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.
18. Reasons specified in individual employment contracts reflecting special conditions of employment.
19. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
20. A significant lack of student progress.
21. Assault on an employee or student.
22. Falsification of records or other documents related to the District's activities.
23. Falsification of required information on an employment application.
24. The illegal transfer, appropriation, or expenditure of school property or funds.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

25. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
26. Failure to fulfill requirements for certification, including passing the TECAT or ExCet.
27. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
28. Any attempt to encourage or coerce a child to withhold information from the child's parent.
29. Reasons constituting good cause for dismissing the employee during the contract term.

RECOMMENDATIONS
FROM
ADMINISTRATION

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

SUPERINTENDENT'S
RECOMMENDATION

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

NOTICE OF
PROPOSED
RENEWAL OR
NONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. The notice of proposed nonrenewal shall contain a statement of all of the reasons for such proposed action, and the procedures for conducting a hearing.

HEARING

Unless otherwise directed by the Board, the hearing examiner process described at DFD shall be used when a hearing is requested by an employee who has received notice of proposed nonrenewal of the employee's term contract. [See DFD] If specifically directed by the Board, then the hearing may be conducted by the Board. The procedures to be followed if the hearing is conducted by the Board itself are as follows:

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

REQUEST FOR
HEARING

When a timely request for a hearing on a proposed nonrenewal is received by the Board President, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

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

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

1. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
2. The employee may cross-examine any witnesses for the administration.
3. 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.
4. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
5. Closing arguments may be made by each party.

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

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by substantial 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.

El Paso ISD
071902

TERM CONTRACTS
NONRENEWAL

DFBB
(EXHIBIT)

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

Date: _____

Name: _____

Address: _____

City/State/Zip: _____

Dear _____:

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

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

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

[List all reasons in detail]

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

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

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

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

Date: _____ BY: _____

President, Board of Trustees

_____ ISD

CONTINUING CONTRACTS
SUSPENSION/TERMINATION

DFCA
(LEGAL)

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

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

CONTINUING CONTRACTS
SUSPENSION/TERMINATION

DFCA
(LOCAL)

CRIMINAL OFFENSES

The Superintendent is authorized to reassign or suspend with pay, or to recommend to the Board the suspension without pay or the termination of employment of, any certified professional employee employed under a continuing contract who is arrested and charged with a misdemeanor involving moral turpitude, a felony, or any criminal offense involving an alleged drug violation, in accordance with applicable legal and local provisions. [See DFCA(LEGAL)]

The Superintendent shall recommend to the Board the termination of employment of any such employee who is convicted of any criminal offense involving drugs or other controlled substances, in accordance with applicable legal and local provisions. [See DF(LEGAL)]

REDUCTION IN FORCE
(RIF) PROCESS

The following shall apply to personnel employed on continuing contracts as established at DCC(LEGAL):

1. A RIF of continuing contract personnel holding continuing teaching contracts shall occur only at the end of a school year.
2. Pursuant to the Education Code 21.157, selection for a RIF shall be made in reverse order of District seniority, within a specific teaching field. [See DFCA(LEGAL)] The RIF shall be determined on a Districtwide basis and not by an individual campus.
3. The RIF, and any recall from a RIF, shall be conducted so as to avoid discrimination on the basis of race, color, sex, religion, national origin, age, or disability.
4. Teachers in critical needs areas, such as: special education, bilingual education, early childhood education, ESL, and the like, may be totally or partially exempt from a RIF, as the RIF may have different impacts on different specific teaching fields, depending on need.
5. The latest date of hire shall be used to determine or calculate the District seniority.
6. The District shall notify affected employees in writing of the reasons for the RIF.
7. A continuing contract employee of the District who has been subjected to a RIF shall retain and continue to accrue seniority until the last day of the school year during which he or she was laid off as a result of a RIF.
8. Employees with retained seniority shall be recalled to work following a RIF in order of their seniority, within a specific

teaching field. The District shall notify, in writing, employees to be recalled.

9. When re-employed by the District an employee shall reclaim all accrued unused leave.
10. No new continuing contract employee shall be hired by the District while any employee with retained seniority, within the specific teaching field, is on a reduction in force status.
11. A continuing contract employee who believes that he or she has been subjected to a reduction in force in violation of this policy or who believes that the District has failed to recall him or her following a RIF in violation of the provisions of this policy may appeal any adverse decision to the Superintendent, in accordance with the local grievance policy.
12. In accordance with Education Code 11.163(a)(2) and 11.202, when there are two or more continuing contract employees with equal District seniority within a specific teaching field, the principal (for campus-based employees) or the respective associate superintendent, executive director, or director (for noncampus-based employees) shall make the selection as to which individual to re-employ.

This policy applies to personnel employed under a continuing contract.

DEFINITIONS

Definitions are as follows:

REDUCTION IN FORCE (RIF)

1. Reduction in force (RIF) is the dismissal of employees as a result of positions being eliminated because of reallocation or reduction of authorized positions within the District, including, but not limited to, reallocation or reduction caused by financial exigency or program change.

Financial exigency, as used herein, means any decline in the Board's financial resources brought about by decline in enrollment, cuts in funding, decline in tax revenues, or any other actions or events that create a need for the District to reduce financial expenditures for personnel. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, legislative revisions to program funding, a school or departmental reorganization, or consolidation of two or more individual schools or school districts.

SENIORITY

2. District seniority is the length of an employee's most recent continuous employment by the District in a position that requires certification by TEA and/or for which an employee has been issued a contract.

SPECIFIC
TEACHING FIELD

3. Specific teaching field is the teaching field(s) or other professional employment field(s) recognized by TEA or the State Board for Educator Certification in which a certified employee is currently employed or any such field in which he or she is eligible to be employed pursuant to the terms of his or her Texas teaching certificate.

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

APPLICABILITY

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

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

It does not apply to a decision to:

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

Education Code 21.251

REQUEST FOR
HEARING

Not later than the 15th day after the date the employee receives notice of one of the proposed contract actions listed above, the employee must file a written request with the Commissioner for a hearing before a hearing examiner. The employee must provide the District with a copy of the request and must provide the Commissioner with a copy of the notice. The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing. *Education Code 21.253*

ASSIGNMENT OF
HEARING EXAMINER
BY AGREEMENT

The parties may agree to select a hearing examiner from the list maintained by the Commissioner or a person who is not certified to serve as a hearing examiner, provided that person is licensed to practice law in Texas. If the parties agree on a hearing examiner the parties shall, before the date the Commissioner is permitted to assign a hearing examiner, notify the Commissioner in writing of the agreement, including the name of the hearing examiner selected.

BY APPOINTMENT

If the parties do not select a hearing examiner by agreement, the Commissioner shall assign the hearing examiner not earlier than the sixth business day and not later than the tenth business day after the date on which the Commissioner receives the request for a hearing. When a hearing examiner has been assigned, the Commissioner shall notify the parties immediately.

REJECTION

The parties may agree to reject a hearing examiner for any reason and either party is entitled to reject an assigned hearing examiner for cause. A rejection must be in writing and filed with the Commissioner not later than the third day after the date of notification of the hearing examiner's assignment. If the parties agree to reject the hearing examiner or if the Commissioner determines that one

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

party has good cause for the rejection, the Commissioner shall assign another hearing examiner.

FINALITY OF
DECISION

After the employee receives notice of the proposed contract action, the parties may agree in writing that the hearing examiner's decision be final and nonappealable on all or some issues.

Education Code 21.254

POWERS OF HEARING
EXAMINER

The hearing examiner may issue subpoenas, administer oaths, rule on motions and the admissibility of evidence, maintain decorum, schedule and recess the proceedings, allow the parties to take depositions or use other means of discovery, and make any other orders as provided by Commissioner rule.

CONDUCT OF
HEARING

The hearing and any depositions must be held within the geographical boundaries of the District or at the regional education service center that serves the District.

Education Code 21.255

SCHEDULE
RESTRICTION

A hearing before a hearing examiner may not be held on a Saturday, Sunday, or a state or federal holiday, unless all parties agree.

Education Code 21.257(c)

PRIVATE

A hearing before a hearing examiner shall be private unless the employee makes a written request for a public hearing.

EXCEPTION

If necessary to maintain decorum, the hearing examiner may close a hearing that an employee has requested be public.

PROTECTION OF
WITNESSES

To protect the privacy of a witness who is a child, the hearing examiner may close the hearing to receive the testimony or order that the testimony be presented by procedures in Article 38.071, Code of Criminal Procedure.

EMPLOYEE RIGHTS

At the hearing, the employee has the right to:

1. Be represented by a representative of the employee's choice;
2. Hear the evidence on which the charges are based;
3. Cross-examine each adverse witness; and
4. Present evidence.

The hearing is not subject to the Administrative Procedure Act.

The hearing shall be conducted in the same manner as a trial without a jury in state district court. A certified shorthand reporter shall record the hearing.

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

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

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LEGAL)

DECISION

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

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

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

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

RECORDING

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

Education Code 21.259, 21.260

RECORD OF
PROCEEDINGS

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

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

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

19 TAC 157.1072(e)

TERMINATION OF CONTRACT
HEARINGS BEFORE HEARING EXAMINER

DFD
(LOCAL)

TIME LIMITS FOR
ORAL ARGUMENT

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

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

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

TERMINATION OF CONTRACT
RESIGNATION

DFE
(LEGAL)

RESIGNATION
DEADLINE

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

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

ABANDONMENT OF
CONTRACT

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

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

Education Code 21.105, 21.160, 21.210

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

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

19 TAC 249.14(f)

NOTICE TO SBEC

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

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

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

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

TERMINATION OF CONTRACT
RESIGNATION

DFE
(LOCAL)

GENERAL
REQUIREMENTS

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

DURING SCHOOL
YEAR

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

DURING SUMMER
MONTHS

Acceptance of a resignation after the deadline established by law [see DFE(LEGAL) preceding] is contingent on finding a suitable replacement.

TERMINATION OF CONTRACT
REDUCTION IN FORCE

DFF
(LOCAL)

APPLICABILITY

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

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

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

DEFINITIONS

Definitions used in this policy are as follows:

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

TERMINATION OF CONTRACT
REDUCTION IN FORCE

DFF
(LOCAL)

GENERAL GROUNDS	A reduction in force may take place when the Board determines that financial exigency or a program change requires the discharge or nonrenewal of one or more employees in accordance with this policy. Such a determination constitutes sufficient cause for discharge or nonrenewal.
SCOPE OF REDUCTION	When a reduction in force is to be implemented, the Superintendent shall make recommendations to the Board and the Board shall determine the employment areas to be affected. In determining affected employment areas, the Board may combine or coordinate employment areas, as defined below (e.g., the Board may combine "elementary programs" and "compensatory education programs" to identify an employment area of "elementary compensatory education program").
EMPLOYMENT AREAS	Employment areas include, but are not limited to: <ol style="list-style-type: none">1. Elementary grades, levels, subjects, departments, or programs.2. Secondary grades, levels, subjects, departments, or programs.3. Special programs, such as gifted and talented, bilingual/ESL programs, special education, compensatory education, and migrant education. Each special program is a separate employment area.4. Counseling programs.5. Library programs.6. Nursing and other health services programs.7. An educational support program that does not provide direct instruction to students.8. Other Districtwide programs.9. An individual campus.10. Any administrative position(s), unit, or department.11. Other contractual position(s).
CRITERIA FOR DECISION	The Superintendent shall recommend to the Board the discharge or nonrenewal of employees within the affected employment area(s) because of a reduction in force, based on the following criteria. These criteria are listed in order of importance; the Superintendent shall apply them sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force, i.e., if all necessary reductions can be accomplished by applying the certification criterion, it is not necessary to apply the performance criterion, etc.

TERMINATION OF CONTRACT
REDUCTION IN FORCE

DFF
(LOCAL)

1. Certification: Appropriate certification, endorsement, and/or highly qualified status for current or projected assignment.
2. Performance: Effectiveness as reflected by appraisal records and other written evaluative information.

If the Superintendent at his or her discretion decides that the documented performance differences between two or more reduction-in-force prospects are too insubstantial to rely upon, he or she may proceed to apply criterion 3 and, thereafter and to the extent needed, criterion 4.

3. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.
4. Professional Background: Professional education and work experience related to the current or projected assignment.

CONSIDERATION
FOR AVAILABLE
POSITIONS

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

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

NOTICE AND HEARING

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

NONRENEWAL

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

DISCHARGE

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

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.

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

EMPLOYEE FREE
SPEECH

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

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

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

WHISTLEBLOWER
PROTECTION

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

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

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

Gov't Code 554.002

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

DEFINITIONS

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

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

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

1. The employee believed that the conduct reported was a violation of law; and
2. The employee's belief was reasonable in light of the employee's training and experience.

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

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

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

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

WHISTLEBLOWER
COMPLAINTS

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

INITIATE
GRIEVANCE

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

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

LEGAL ACTION

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

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

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

NOTICE OF RIGHTS

The Board shall inform its employees of their rights regarding whistleblower protection by posting a sign in a prominent location in the workplace. The design and content of the sign shall be as prescribed by the attorney general. *Gov't Code 554.009*

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

PROTECTION FOR
REPORTING CHILD
ABUSE

The Board or its agents may not suspend or terminate the employment of, or otherwise discriminate against, a professional employee who in good faith:

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

A person whose employment is suspended or terminated or who is otherwise discriminated against in violation of the foregoing may sue for injunctive relief, damages, or both. A District employee who has a cause of action under WHISTLEBLOWER PROTECTION may not bring an action under PROTECTION FOR REPORTING CHILD ABUSE.

Family Code 261.110

ATTENDANCE
COMMITTEE
MEMBERSHIP

A member of an attendance committee is not personally liable for any act or omission arising out of duties as a member of an attendance committee. *Education Code 25.092(c)*

REPORT OF DRUG
OFFENSES

A teacher, administrator, or other District employee is not liable in civil damages for reporting to a school administrator or governmental authority, in the exercise of professional judgment within the scope of the teacher's, administrator's, or employee's duties, a student whom the teacher suspects of using, passing, or selling, on school property any of the following substances:

1. Marijuana or a controlled substance, as defined by the Texas Controlled Substances Act.
2. A dangerous drug, as defined by the Texas Dangerous Drug Act.
3. An abusable glue or aerosol paint, as defined by Health and Safety Code Chapter 485, or a volatile chemical, if the substance is used or sold for the purpose of inhaling its fumes or vapors.
4. An alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code.

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

Education Code 37.016

REPORT TO LOCAL
LAW ENFORCEMENT

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

ADMINISTRATION OF
MEDICATION

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

PROTECTION OF
NURSES

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

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

Occupations Code 301.352(a)

IMMUNITY FROM
INDIVIDUAL LIABILITY

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

'PROFESSIONAL
EMPLOYEES'

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

"Professional employee of the District" includes a superintendent; principal; teacher, including a substitute teacher or a teacher employed by a company that contracts with the District to provide the teacher's services to the District; a supervisor; social worker; counselor; nurse; teacher's aide; a student in an education preparation program participating in a field experience or internship; a DPS-certified school bus driver, and any other person whose employment requires certification and the exercise of discretion.

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

MOTOR VEHICLE EXCEPTION	<p>Education Code Section 22.0511 does not apply to the operation, use, or maintenance of any motor vehicle.</p> <p><i>Education Code 22.0511(a)–(b), 22.051; Hopkins v. Spring ISD, 736 S.W.2d 617 (Tex. 1987); Barr v. Bernhard, 562 S.W.2d 844 (Tex. 1978)</i></p>
'INDIVIDUALS'	<p>In addition to the immunity described above [at PROFESSIONAL EMPLOYEES], and under other provisions of state law, an individual is entitled to any immunity and any other protections afforded under the Paul D. Coverdell Teacher Protection Act of 2001 (Coverdell Act). [See TEACHERS, below] Nothing in Education Code 22.0511(c) shall be construed to limit or abridge any immunity or protection afforded an individual under state law. <i>Education Code 22.0511(c)</i></p>
NO WAIVER	<p>The District may not, by policy, contract, or administrative directive:</p> <ol style="list-style-type: none">1. Require an employee to waive the employee's immunity from liability under Education Code 22.0511; or2. Require an employee who acts in good faith to pay for or replace property belonging to a student or other person that the employee possessed because of an act incident to or within the scope of employment. [See TEXTBOOKS AND TECHNOLOGICAL EQUIPMENT, below] <p><i>Education Code 22.0511(d)</i></p>
'TEACHERS' (COVERDELL ACT)	<p>Except as provided in 20 U.S.C. Section 6736(b), no "teacher" in a school shall be liable for harm caused by an act or omission of the teacher on behalf of the school if:</p> <ol style="list-style-type: none">1. The teacher was acting within the scope of the teacher's employment or responsibilities to a school or governmental entity;2. The actions of the teacher were carried out in conformity with federal, state, and local laws (including rules and regulations) in furtherance of efforts to control, discipline, expel, or suspend a student or maintain order or control in the classroom or school;3. If appropriate or required, the teacher was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice involved in the state in which the harm occurred, where the activities were or practice was undertaken within the scope of the teacher's responsibilities;4. The harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, fla-

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(LEGAL)

grant indifference to the rights or safety of the individual harmed by the teacher; and

5. The harm was not caused by the teacher's operating a motor vehicle, vessel, aircraft, or other vehicle for which the state requires the operator or the owner of the vehicle, craft, or vessel to:
 - a. Possess an operator's license; or
 - b. Maintain insurance.

"Teacher" means:

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

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

TEXTBOOKS AND
TECHNOLOGICAL
EQUIPMENT

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

EXCEPTION

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

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

Education Code 31.104(e)

EMPLOYEE RIGHTS AND PRIVILEGES

DG
(REGULATION)

PRIVACY RIGHTS

Under provision of the Open Records Law, school employees may request that their addresses and/or telephone numbers be withheld from the personnel directory by notification in writing to Human Resources. Notification should include the employee's full name, address, and social security number.

EMPLOYEE RIGHTS AND PRIVILEGES
FREEDOM OF ASSOCIATION

DGA
(LEGAL)

POLITICAL
PARTICIPATION

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

ASSOCIATION
MEMBERSHIP

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

LABOR
ORGANIZATIONS

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

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

COLLECTIVE
BARGAINING
PROHIBITED

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

STRIKES
PROHIBITED

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

PENALTIES

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

EMPLOYEE RIGHTS AND PRIVILEGES
FREEDOM OF ASSOCIATION

DGA
(LOCAL)

'EMPLOYEE LABOR
ORGANIZATION'
DEFINED

For the purpose of this policy, an "employee labor organization" shall be defined as any organization that exists for the purpose, in whole or in part, of dealing with the District concerning grievances, wages, rates of pay, hours of employment, or conditions of work and that does not claim the right to strike. [See also DGA(LEGAL)]

Employee labor organizations that, on or before October 1 of each school year, present to the Superintendent certified membership lists showing a membership of currently employed persons in excess of 100 shall, until revoked, be granted the privileges described below.

USE OF MAIL SERVICE

See provisions regarding distribution of organization material and administrative provisions regarding use of mailboxes at CPAB(LEGAL) and CPAB(REGULATION), respectively.

BULLETIN BOARD

Each employee labor organization shall be permitted, at its own expense, to erect one bulletin board at each school, the central office, maintenance and transportation, and area offices. The administrator responsible for the site shall have the right to approve the size and location of the bulletin board. Neither political campaign material nor any material that constitutes a personal attack upon any individual, nor any material that is likely to substantially disrupt school activities or the educational mission of the District, shall be posted. The employee labor organization's representative(s) shall be responsible for posting materials and shall promptly remove any item(s) when instructed to do so by the administrator responsible for the site. If the site administrator requires removal of any item(s), the site administrator shall provide the reasons for the removal to the employee labor organization representative, who shall then have the right to appeal the removal pursuant to the appropriate complaint policy [see DGBA and GF]. The material in question shall be removed pending any appeal.

VISITS TO CAMPUSES

Local employee labor organization members or employees may visit school campuses before or after regular school hours (8:00 a.m. to 3:30 p.m.) and may visit other school facilities before and after normal working hours or at other times when permitted by the administrator in charge of the District facility. Visiting school campuses or other District facilities must not interfere with school activities, employee work responsibilities, or the administration of the District.

The local employee labor organization member may meet with any employee at the employee's location of work when the member is designated as the employee's representative and the meeting concerns a grievance or any type of administrative review process, provided however, the meeting at the employee's location does not interfere with school activities, the employee's work responsibilities

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(including any preparation and planning period, if any), or the administration of the District.

USE OF DISTRICT
FACILITIES FOR
MEETINGS

Employee labor organizations may use school facilities between the hours of 7:30 - 8:00 a.m. and 3:30 - 4:30 p.m., subject to arrangements and permission of the principal. Other District facilities may be used before and after normal working hours subject to arrangements and permission of the administrator in charge of the site. Use of buildings after school hours or normal working hours for the site or on Saturdays may be arranged with permission of the executive director for District facilities and is subject to payment of the standard rental fee. [See GKD regarding use of school facilities by nonschool organizations]

TELEPHONE USE

Subject to the approval of the principal or the administrator responsible for the site location, representatives may use the building telephone for organization business as long as it does not interfere with their duties, other teachers' telephone conferences with parents, or other school business and does not incur additional expense to the District.

RELEASE TIME FOR
EMPLOYEE LABOR
ORGANIZATION
PRESIDENTS

Local employee labor organizations that qualify for the privileges outlined in this policy may request release time from normal duties for the person serving as president of the local organization provided the person serving as president has worked for the District for at least five school years. The Board may grant the release time for a period not to exceed two school years.

If the Board grants the requested release time, the administrator will prepare and execute a contract with the employee labor organization. This contract will be a one-year contract that may be renewed one time. The president of the employee labor organization will be considered a regular employee of the District and will be paid at the rate and schedule of pay he or she is entitled to receive during the school year and will not be deprived of any benefits he or she is entitled to receive or entitled to accrue.

The contract will require the local employee labor organization to indemnify and pay the District on or before June 1 of the school year the total salary and fringe benefits and all other payments to the person released. If the District is required to pay the teacher retirement contribution for the amount of the annual salary that is above the minimum state salary, the local employee labor organization will be required to reimburse the District for the amount paid to the teacher retirement system.

EMPLOYEE RIGHTS AND PRIVILEGES
FREEDOM OF ASSOCIATION

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PAYROLL DEDUCTION
CARDS

In accordance with CFEA(LLEGAL), organization dues will be deducted from members' monthly paychecks and paid to the organization by the business office.

Deductions will be made only for those employees who have signed a payroll deduction authorization form approved by the Superintendent, identifying the organization and specifying the number of pay periods per year the deductions shall be made. The employee or the organization must notify the District of the total amount of the fees and dues for each year. Deductions will be made in equal amounts per pay period for the number of periods specified by the employee. The deductions shall be made until the employee requests in writing that the deductions be discontinued.

The District is not responsible for deduction errors or omissions arising from data submitted by an organization. All over- or under-collection of dues is the responsibility of the organization to collect from or remit to its members and the organization shall hold harmless the District for all payment errors.

An administrative fee may be charged for making the deduction.

BULLETIN BOARDS

Each organization shall be permitted, at its own expense, to erect on each campus one bulletin board no larger than 3' x 3'. The principal has the final approval as to the location. The organization's faculty representative is responsible for posting and removing materials and will be accountable for all material posted. In the event there is no faculty representative on the campus, the president of the employee labor organization may assume the responsibility for posting and removing materials on the organization's bulletin board.

TELEPHONE USE

Any repeated violation of the privilege of using the building telephone by faculty representatives for organization business will be cause for revoking the privilege by the Superintendent.

MAILBOXES

Each organization is permitted the use of mailboxes in accordance with CPAB(REGULATION).

VISITS TO SCHOOL
CAMPUSES

Local teacher employee labor organization presidents may visit school campuses at any time they are not on duty with the District but will be limited in their visits to employee lounges and cafeterias. No other representatives of the labor organizations, other than those employed on the campuses, are to be permitted on campuses unless accompanied by the labor organization president. However, this regulation shall not be construed to impair the right of any employee to be represented at the place and at the time set for the presentation of a grievance.

EMPLOYEE RIGHTS AND PRIVILEGES
FREEDOM OF ASSOCIATION

DGA
(REGULATION)

MEMBERSHIP

Any person may become a member in more than one association that has been certified pursuant to this regulation; but, regarding representation, any person who is a member of more than one such association must file a statement by completion of the official District form identifying the specific organization that will represent that employee, and this statement may not be changed during the school year in which the selection is made.

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EMPLOYEE RIGHTS AND PRIVILEGES
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(LEGAL)

PRIVILEGES TO
EMPLOYEE
ORGANIZATIONS

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

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PREAMBLE

The Board is dedicated to providing the best possible education for children of the District. As a necessary means to that end, the promoting of high morale, creativity, sense of responsibility, and professional growth in the teaching staff and among all employees is essential. In pursuance of this, the Board has determined that the employees may elect to choose a single organization to represent them regarding wages, hours, conditions of employment, and personnel policies of the District.

Therefore, the Board recognizes that:

1. By law, it has the final authority for establishing policies for the District.
2. The Superintendent and his or her staff have the final responsibility for carrying out the policies established.
3. The El Paso Consultation Association (EPCA) is recognized as the official body for employee consultations in the District.
4. The consultation policy does not preclude the right of individuals or groups to make presentations to the Board.

SCOPE OF EPCA
CONSULTATIONS

The scope of EPCA consultations shall include wages, hours, working conditions, and all matters covered by the personnel policies of the District.

DEFINITIONS

The following definitions apply:

1. "Board" shall mean the Board of Trustees of the El Paso Independent School District.
2. "Superintendent" shall mean the Superintendent of schools of the El Paso Independent School District.
3. "District" shall mean the El Paso Independent School District.
4. "EPCA" shall mean the El Paso Consultation Association.
5. "Elected representative" shall mean the employee organization(s) chosen to represent nonsupervisory certified and hourly employees in the consultation process.
6. "Eligible voter" shall mean a full-time or half-time nonsupervisory certified or hourly employee.
7. "Certified nonsupervisory employee" shall include the following and similar categories of full-time employees of the District: classroom teachers, homebound teachers, associate psychologists, athletic coaches, counselors, diagnosticians, speech therapists, registered nurses, certified personnel clas-

sified as Pay Levels 101, 102, 103 (with the exception of administrator or assistant principal positions).

ELECTIONS

In April 2005, the Superintendent or designee shall conduct a representation election for certified, nonsupervisory employees and a representation election for hourly employees following the procedures outlined in this policy. For a period of four years, no other organization may challenge the recognition or representative status of the elected employee organization(s). The elected representative organization(s) shall take office on May 1 and serve unless and until defeated at a challenge election that may be petitioned in the future.

CHALLENGE
ELECTION

The following shall apply:

1. A call for election petition drive may only be conducted during the fall of even-numbered years starting with 2008.
2. Call for election cards may only be signed from the first Tuesday in September to the last Friday in October during even-numbered years starting with 2008.
3. Call for election cards must be a duplicate of the form shown in DGB(EXHIBIT).
4. Call for election cards may not be secured during work time.
5. Cards may be distributed and/or collected before the beginning of the workday and after the end of the workday.
6. An employee who signed a card to call for an election may request that the organization for which the card was signed return the card to the employee. The request must be received at least five workdays before the last Friday in October.
7. Any evidence of violation of call for election rules must be presented to the Superintendent or designee. The Superintendent shall make a ruling on the evidence. If a rule violation is found, the card(s) will become invalid. Any ruling made by the Superintendent on the validity of a card is appealable to the Board, pursuant to Board policy DGBA(LOCAL), starting at LEVEL TWO.
8. Cards must be presented to the Superintendent's office by the end of the last Friday (4:30 p.m.) in October.
9. Cards must be submitted by location and must be in alphabetical order within each location.

10. The cards must be accompanied by a letter of transmittal that includes the name of the organization and specifies the number of cards being submitted. The letter must also include the consultation category that is being challenged.
11. The Superintendent shall designate persons to validate the signatures.
12. Only the signatures of eligible votes shall be considered.
13. To be eligible, the person identified on the card must be an employee of the District on the last Friday in August in the fall of the school year of an election.
14. The number of persons in a particular category employed by the District (as determined by the Human Resources Department of the District) on the last Friday of August will be the official count of total employees in a category.
15. Twenty percent of that eligible number will be required to establish a call for election.
16. If an organization has presented valid signatures representing 20 percent of the employees in a category, the Superintendent shall present a request for a called election to the Board at the first Board meeting in November. If the Superintendent presents a request for a called election, a list of all rule violations submitted to his or her office must accompany the request. Rules for the election must also be presented at this time for Board approval.
17. If the call for election is approved by the Board, campaigning may begin the first week in January after approval and will end at 6:00 p.m. on the day of the election, which will be held during the week before spring break.
18. The election will be conducted according to election rules approved by the Board.
19. The winning organization(s) shall be the organization(s) that attains a majority of the votes cast by eligible voters in each election category. If, in one or both categories of elections, no one organization receives a majority of the votes cast, a runoff election shall be held between the two organizations receiving the highest number of valid votes cast in that particular category. If needed, a runoff election shall take place prior to May 1.
20. "None of the above" shall appear on the ballot in the last position in both category elections. If "none of the above" wins a

EMPLOYEE RIGHTS AND PRIVILEGES
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majority in the representation election, the Board will determine what form consultation will take for the next four years.

21. The results of the election shall be presented to the Board at the first Board meeting following the conclusion of the election.
22. If the results of the election are accepted and approved, the representative organization will be officially recognized and in effect on May 1.

ELECTION
COMMITTEE

The election committee shall conduct the election using the procedures outlined below. The election committee serves in an advisory capacity to the Superintendent.

The election committee shall be appointed by the Superintendent every fourth year. One person shall be selected by each organization that submits a list with a request to participate with the election committee. In addition, the Superintendent is authorized to appoint up to four administrators. Each member of the election committee shall continue to serve until replaced by a subsequent appointment by the entity that appointed that member.

The election committee shall announce to the organization(s) the time and place for the ballot selections. At that meeting, each organization shall draw a number to determine its position on the ballot(s). [See DGB(REGULATION)]

Each organization must certify that it accepts the applicable local, state, and national regulations that govern its activities.

REPRESENTATION
OF EMPLOYEE
REPRESENTATIVE
ORGANIZATION(S)

District certified, nonsupervisory employees may cast one vote on the ballot to elect an organization that shall represent him or her in consultation with the District, and District hourly employees may cast one vote on the ballot for an organization to represent him or her in consultation with the District. The certified, nonsupervisory employees and the hourly employees may vote for "none of the above" instead of voting for any organization. The organization(s) winning a majority of votes in each election category shall choose the representatives who shall represent all employees in consultation with the District. On or before May 15 of the election year, the Superintendent shall designate his or her two representatives for EPCA.

CAMPAIGNING

No campaigning of any kind shall disrupt the educational process or regular work duties. [See DGB(REGULATION)]

ELECTION RESULTS
CONTESTED

Election results contested by any employee or organization shall be handled through the grievance policy, DGBA(LOCAL), starting at LEVEL TWO.

EMPLOYEE RIGHTS AND PRIVILEGES
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RESPONSIBILITY OF
ORGANIZATION(S)
WINING MAJORITY
OF VOTES

The winning organization(s) shall have the responsibility of obtaining input from all District employees and the further responsibility of communicating with all District employees. For this purpose, the following shall occur:

1. Focus forums shall be held three times a year—in the fall, at midyear, and in the spring. The organization(s) shall be responsible for scheduling the forums, conducting the forums, and notifying employees of the forums.
2. Surveys shall be distributed following the fall forum to gain further input from all District employees.
3. The results of the surveys shall be communicated to all District employees at the midyear forum.
4. The focus of the spring forum shall be to update all District employees with the results of the consultation process for that school year.
5. Periodically, the winning organization(s) shall have the responsibility of communicating with all District employees concerning consultation with the District.
6. Communications to employees by the winning organization(s) relating to consultation issues may be coordinated with the distribution of District publications, such as the AD COM.
7. The winning organization(s) shall consider all input received from District employees, regardless of the membership or nonmembership in any organization of the employee providing the input. The winning organization(s) shall not utilize its position as an elected representative to purport, require, or coerce, directly or indirectly, any District employee to join said organization(s).

MEETINGS AND
PROCEDURES

Meetings of EPCA may be called by either the administration representatives on EPCA or by the organization(s) representing employees. Advance notice of EPCA meetings shall be provided through District publications, such as the AD COM. Meetings shall be open.

The administration shall timely furnish the elected employee representative organization(s), upon reasonable request, pertinent information needed for discussions. The elected representative organization(s) shall timely furnish to the administration representative any relevant surveys or data useful for a discussion.

The employee representative organization(s) and the administration may arrive at a consensus on issues. The consensus shall be

communicated to the Superintendent, and to the Board if appropriate, in the form of a recommendation.

The elected employee representative organization(s) and the designated employee representatives shall not be regarded as the "bargaining agent" for any group of employees, and the administrative representatives to EPCA and the elected organization(s) shall not engage in collective bargaining.

CAMPAIGNING

An organization that files to be on the ballot must adhere to the following rules regarding campaign procedures:

1. No campaigning of any type may take place during working hours, i.e.:
 - Education Center - 8:00 a.m. - 4:30 p.m.
 - Teachers - 8:15 a.m. - 3:30 p.m.
 - Transportation - 6:30 a.m. -4:30 p.m.
 - Food Service - 7:00 a.m. - 3:30 p.m.
 - Maintenance (Education Center) - 7:30 a.m. - 4:30 p.m.
 - Custodians - 7:30 a.m. - 5:00 p.m.
 - Classified - 8:00 a.m. - 4:30 p.m. or as designated by school/department
 - Paraprofessional - 8:00 a.m. - 4:30 p.m. or as designated by school/department
2. Campaigning literature may be displayed in site lounges or organizational bulletin boards.
3. Internal school mail, e-mail, mailboxes, telephones, fax machines, and school bulletin boards may not be used for campaign purposes.
4. Supervisory and/or administrative personnel shall not solicit or encourage support for a particular organization and shall not otherwise participate or be involved in the election process except as required to facilitate the election process as directed by the Superintendent.
5. Employees wishing to wear badges, campaign buttons, or similar items may do so provided they do not otherwise solicit support for an organization during working hours or create a safety hazard.
6. Employees may, during nonduty hours only, campaign outside school-owned buildings, such as in a school parking lot.
7. With the approval of the principal or department head, meetings for campaign purposes may be scheduled in a school facility before or after school hours or after office hours. Campaign materials may be distributed to those in attendance. However, should such use of a school facility extend beyond the normal work hours, payment of a building use fee shall be required.

BALLOT SEEDING
PROCEDURES

The following shall apply:

1. Each organization seeking exclusive representation for consultation shall be seeded on the ballot by random selection.
2. The Election Committee shall announce the time and location for seeding the ballot within five school calendar days after Board approval.
3. All organizations that have filed petitions to be on the ballot for election for consultation may be present for the seeding of the ballot.
4. The selector shall be the director for Communications or designee.
5. Ballot seeds shall be final and nonnegotiable.
6. The names of the organizations shall appear on the ballot in the order in which they are drawn.

A copy of these rules shall be distributed to each organization at the time a petition is submitted. Employees who believe campaign rules have been violated, and who wish to protest the alleged violation, may submit their complaint in writing to the chairperson of the Election Committee. Such written complaint should describe the alleged violation and include the date of the violation and names of witnesses, if any.

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EMPLOYEE RIGHTS AND PRIVILEGES
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(EXHIBIT)

EI PASO INDEPENDENT SCHOOL DISTRICT
CALL FOR ELECTION PETITION

In accordance with provisions of policy DGB(LOCAL) and the EI Paso Independent School District policies, rules, and regulations, I hereby petition the EI Paso Independent School District to call for an election for the purpose of allowing _____ personnel to choose an organization to represent them in the EI Paso Consultation Association in matters concerning personnel policies and conditions of employment.

Print Name

Signature

School or Location

Position

Date (must be dated by employee)

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LEGAL)

UNITED STATES
CONSTITUTION

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

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

TEXAS CONSTITUTION

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

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

FEDERAL LAWS
SECTION 504

A district that receives federal financial assistance, directly or indirectly, and that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973. *34 CFR 104.7(b), 104.11*

AMERICANS WITH
DISABILITIES ACT

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Code of Federal Regulations, Title 28, Part 35 (Americans with Disabilities Act regulations). *28 CFR 35.107, 35.140*

TITLE IX

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

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LEGAL)

STATE LAWS

WAGES, HOURS,
CONDITIONS OF
WORK

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

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

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

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

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

EMPLOYMENT
POLICY

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

The policy may not restrict the ability of an employee to communicate directly with a member of the Board regarding a matter relating to the operation of the District, except that the policy may prohibit ex parte communication relating to:

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

Education Code 11.1513

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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GRIEVANCE POLICY	<p>The District's grievance policy must permit an employee to report a grievance against a supervisor to a different supervisor if the employee alleges that the supervisor:</p> <ol style="list-style-type: none">1. Violated the law in the workplace; or2. Unlawfully harassed the employee. <p><i>Education Code 11.171</i></p>
FINALITY OF GRADES	<p>An examination or course grade issued by a classroom teacher is final and may not be changed unless the grade is arbitrary, erroneous, or not consistent with the District's grading policy applicable to the grade, as determined by the board of the district in which the teacher is employed.</p> <p>The Board's determination is not subject to appeal.</p> <p><i>Education Code 28.0214</i></p>
OPEN MEETINGS ACT	<p>The Board is not required to conduct an open meeting to hear a complaint or charge against an employee. However, the Board may not conduct a closed meeting if the employee who is the subject of the hearing requests a public hearing. <i>Gov't Code 551.074</i> [See BEC]</p>
CLOSED MEETING	<p>The Board may conduct a closed meeting on an employee complaint to the extent required or provided by law. [See BEC]</p>
RECORD OF PROCEEDINGS	<p>An appeal of the Board's decision to the Commissioner of Education shall be decided based on a review of the record developed at the District level. "Record" includes, at a minimum, an audible electronic recording or written transcript of all oral testimony or argument. <i>Education Code 7.057(c), (f)</i></p> <p>It is the District's responsibility to make and preserve the records of the proceedings before the Board. If the District fails to create and preserve the record without good cause, all substantial evidence issues that require missing portions of the record for resolution shall be deemed against the District. The record shall include:</p> <ol style="list-style-type: none">1. A tape recording or a transcript of the hearing at the local level. If a tape recording is used:<ol style="list-style-type: none">a. The tape recording must be complete, audible, and clear; andb. Each speaker must be clearly identified.2. All evidence admitted;3. All offers of proof;

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4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the decision of the hearing examiner;
7. A tape recording or transcript of the oral argument before the Board; and
8. The decision of the Board.

19 TAC 157.1073(d)

WHISTLEBLOWER
COMPLAINTS

Before bringing suit, an employee who seeks relief under Government Code Chapter 554 (whistleblowers) must initiate action under the District's grievance or appeal procedures relating to suspension or termination of employment or adverse personnel action. *Gov't Code 554.005* [See DG]

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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(LOCAL)

PURPOSE	The purpose of this policy is to provide employees an orderly process for the prompt and equitable resolution of complaints/grievances. The Board intends that, whenever feasible, complaints/grievances be resolved at the lowest possible administrative level. The policy shall not be constructed to create new or additional substantive rights beyond those granted by Board policy or law.
OTHER REVIEW PROCESSES	Some topics are governed by other review processes.
DISMISSAL OR NONRENEWAL	1. Employee termination and suspension procedures for probationary, term, and continuing contract employees are found in policy series DF. An employee's suspension, dismissal, or nonrenewal may be the subject of complaint under this policy only if the District does not otherwise provide for a hearing on the matter.
NON-DISCRIMINATION	2. Issues specific to sexual harassment complaints are found in DHC(LOCAL). The names of District coordinators for compliance with federal nondiscrimination laws are found in DAA (LOCAL).
INSTRUCTIONAL MATERIALS	3. Grievances regarding instructional materials are covered under EFA(LOCAL).
PEACE OFFICERS	4. For grievances against District peace officers, the provisions of CKE supplement this policy.
NOTICE TO EMPLOYEES	The principal of each campus and other supervisory personnel shall ensure that all employees under their supervision are informed of this policy. Employees shall be provided a copy of the policy at the time of employment and whenever it is revised.
DEFINITION	A grievable complaint under this policy shall include grievances concerning an employee's wages, hours of employment, or conditions of work, and specific allegations of unlawful discrimination in employment on the basis of sex (including allegations of sexual harassment), race, religion, national origin, age, or disability, or on the basis of the employee's exercise of constitutional rights. A complaint must specify the individual harm alleged. A complaint must also be timely under the time lines and grievance procedures provisions of this policy in order to be grievable.
CONSOLIDATION	When the Superintendent determines that two or more individual complaints are sufficiently similar in nature and remedy to permit their resolution through one proceeding, he or she may consolidate the complaints.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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(LOCAL)

FREEDOM FROM
RETALIATION

Neither the Board nor the administration shall unlawfully retaliate against any employee for bringing a complaint under this policy. [See DG(LEGAL)]

WHISTLEBLOWER
COMPLAINTS

Employees who allege unlawful discrimination or retaliation for reporting a violation of law to an appropriate law enforcement authority shall invoke this policy not later than 90 days after the date the alleged violation occurred or was discovered by the employee through the use of reasonable diligence.

The grievant shall deliver his or her complaint to the Superintendent or designee. If the complaint is not resolved at that level, the Superintendent shall ensure that the matter reaches the Board expeditiously. Time lines for the employee and the District set out in this policy may be shortened to ensure that the Board's final decision is made within 60 days of the initiation of the complaint.

APPRAISALS

For grievances regarding appraisals, the provisions of DN, DNA, and DNB supplement this policy. The appropriate associate superintendent shall act as the Superintendent's designee regarding such grievances.

GENERAL
PROVISIONS

A grievance must specify the individual harm alleged. Complaints shall be heard in informal administrative conferences. All complaints arising out of an event or related series of events must be addressed in one complaint. An employee is precluded from bringing separate or serial complaints concerning events that have previously been addressed through the grievance procedures.

TIME LINES

The time lines in this policy are mandatory. Failure to comply with them constitutes a waiver by the grievant of the grievance, and no action shall be taken on the grievance, except in extenuating circumstances agreed upon by both parties. All time lines issues may be appealed to the Board.

All forms, letters, or documents designated to be received by specific individuals are to be in the possession of the individual or his or her designee or designated representative by 4:30 p.m. of the limiting date as set out in this policy. Receipt of a required document by a grievant's designated representative (if any) shall be the equivalent of receipt by the grievant, and receipt by the Superintendent's designee (executive director, employee relations) shall be the equivalent of receipt by the Superintendent. When it is not feasible to complete delivery as specified above, the form, letter, or document will be considered timely received if placed in the U.S. mail, prepaid as registered or certified mail on or before the limiting date as set out in this policy. A receipt from the post office will be required to validate the prepaid mailing of the form, letter, or docu-

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ment. The date of delivery recorded on the domestic return receipt will be used to determine any further time lines.

All references to time line days are to weekdays, excluding District calendar holidays. Employees on scheduled District vacation may make prior arrangements with the Superintendent or designee for an extended time line.

GRIEVANCE
PROCEDURES

1. Informal Conference: The grievant shall have an oral discussion regarding the grievance within ten days of the action complained with the grievant's immediate supervisor. If the grievance is resolved in the oral discussion, the grievant shall be required to execute a statement to the effect that the particular grievance has been settled. If the matter is not resolved in the oral discussion, the grievant may move to Step 1, Submission in Writing.

If the oral discussion is not held within the ten-day time line, no action will be taken and the grievance will be considered waived.

LEVEL ONE

2. Submission in Writing: The grievant shall complete in writing a grievance form prescribed by the District. This Step 1, Standard Grievance form must be received by the immediate supervisor or designee within five days of the informal conference. It must contain the specific factual basis for the grievance. It must identify any particular policy or policies or administrative regulation or regulations involved. The immediate supervisor or designee will sign the Step 1 form immediately upon receipt and return one copy to the grievant and forward one copy to the Superintendent. If the written grievance is not timely received, no action will be taken and the grievance will be considered waived.
3. Determination of Grievable Complaint: If the immediate supervisor decides the complaint is grievable, he or she shall respond in accordance with Step 2, Immediate Supervisor's Action Regarding Grievable Complaint form.

If the immediate supervisor decides the complaint is not grievable, this decision must be received by the Superintendent and the grievant within ten days after the immediate supervisor's receipt of the Grievance Form. Before deciding that the complaint is not grievable or not timely, the immediate supervisor should first consult with the executive director of employee relations.

Any determination by an immediate supervisor that the complaint is not grievable, shall be reviewed by the Superinten-

dent if the grievant appeals to the Superintendent, and the appeal is received by the Superintendent within five days of the decision of the immediate supervisor. If the written appeal is not timely received, no action will be taken and the grievance will be considered nongrievable.

If the Superintendent determines that the complaint is grievable, the Superintendent shall (within ten days) instruct the immediate supervisor to answer the grievance in accordance with Step 2, Immediate Supervisor's Action Regarding Grievable Complaint.

If the Superintendent decides the complaint is not grievable, the immediate supervisor and the grievant shall receive this decision within ten days after receipt of the immediate supervisor's decision.

If the grievant does not agree with the Superintendent's decision, he or she may appeal this decision to the Board. This appeal must be received by the Superintendent within five days of the grievant's receipt of the Superintendent's decision. If the written appeal is not timely received, no action will be taken and the complaint will be considered concluded.

If the Board determines that the complaint is grievable, the grievant and the immediate supervisor shall be notified in writing. The immediate supervisor shall then answer the grievance in accordance with Step 2, Immediate Supervisor's Action Regarding Grievable Complaint.

If the Board determines that the complaint is not grievable, the grievant and the immediate supervisor shall be so notified in writing.

4. Immediate Supervisor's Action Regarding Grievable Complaint: The immediate supervisor shall respond to the grievance and shall deliver a copy of the response to the grievant and the Superintendent, within ten days of receipt of the grievance, or receipt of the Superintendent's decision, or the decision of the Board that the complaint is grievable. The prescribed form established by the District will be used. If the facts are disputed or if the grievant has additional information that was not presented at the informal conference, then the immediate supervisor shall hold a conference with the grievant and/or his or her representative prior to the filing of the response; otherwise, a conference may be held at the discretion to the immediate supervisor. If the grievant is satisfied with the response, no further action will take place. If the grievant is not satisfied, he or she may appeal.

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LEVEL TWO

5. Appeal: If the grievant is not satisfied with the immediate supervisor's response or lack thereof, he or she may appeal to the Superintendent. This appeal must be in writing. It must be received by the Superintendent within five days of the decision of the immediate supervisor. If the written appeal is not timely received, no action will be taken and the grievance will be considered concluded. Any matter not expressly contained in the written grievance shall not be considered in the appeal. No new matter may be added to the grievance by the grievant after its submission to the employee's immediate supervisor.

The Superintendent shall respond in writing to the grievance in accordance with Step 3, Superintendent's Response to a Grievance or Grievance Appeal. The response will be on a form prescribed by the District. The grievant shall receive the Superintendent's response within ten days of the receipt of the appeal of the grievance. If there are no factual disputes regarding the grievance, any conference with the grievant and/or his or her representative and the immediate supervisor is discretionary with the Superintendent. Otherwise, a conference shall be held prior to the Superintendent's response.

If the grievant is satisfied with the Superintendent's decision, then no further action will take place.

LEVEL THREE

If the grievant is not satisfied, he or she may appeal the decision of the Superintendent to the Board. This appeal must be received in the Superintendent's office within five days of the Superintendent's decision. This matter will be placed on the agenda of a regular or special Board meeting within the next three regular Board meetings for grievances filed effective 90 days after the adoption of this policy. If the written appeal is not timely received, no action will be taken and the grievance will be considered concluded.

6. Superintendent May Assume Jurisdiction: At any time after the grievant's submission of the grievance form, the Superintendent may assume jurisdiction and determine the grievance. If the grievant is not satisfied with the Superintendent's decision, he or she may appeal the decision of the Superintendent to the Board. This appeal must be received by the Superintendent within five days of the decision of the Superintendent. If the written appeal is not timely received, no action will be taken and the grievance will be considered concluded.

BOARD
PRESENTATION

The Superintendent shall inform the employee or the employee's representative of the date, time, and place of the meeting at least 72 hours in advance. The Superintendent or designee shall pro-

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vide the Board with copies of the employee's grievance, all responses, and any written documentation previously submitted by the employee and the administration. The Board shall not consider documentation or other evidence not previously submitted or issues not previously presented unless the grievant and Superintendent both agree. However, the Board may remand the grievance to the Superintendent if the Board determines that further factual development is needed. The proceeding before the Board shall be recorded by audiotape. The Board President may set reasonable time limits on complaint presentations.

The Board shall listen to the complaint, but is not required to respond or take any action on the matter. The lack of official action by the Board upholds the administrative decision at the Superintendent's level.

There shall be no reprisal, discrimination, retaliatory action, or adverse treatment of any employee who follows this policy in good faith.

CLOSED MEETING

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

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EDUCATOR ETHICS	<p>Educators shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom.</p> <p>The State Board for Educator Certification (SBEC) shall provide for the adoption, amendment, and enforcement of an educator's code of ethics [see DH(EXHIBIT)]. SBEC is solely responsible for enforcing the ethics code for purposes related to certification disciplinary proceedings.</p> <p><i>Education Code 21.041(8); 19 TAC 247.1, 247.2</i></p>
REPORT TO SBEC OF EDUCATOR MISCONDUCT	<p>The Superintendent shall promptly notify SBEC in writing by filing a report with SBEC not later than the seventh day after the Superintendent first learns about a criminal record or an alleged incident of misconduct, as described at DF, involving a certified educator.</p> <p><i>Education Code 21.006; 19 TAC 249.14</i></p>
PUBLIC SERVANTS	<p>All District employees are "public servants" and therefore subject to Title VIII of the Penal Code, regarding offenses against public administration, including restrictions on the acceptance of illegal gifts, honoraria and expenses, and abuse of office. <i>Penal Code 1.07(41), Title VIII</i> [See DBD and BBFA]</p>
TOBACCO USE PROHIBITED	<p>The Board shall prohibit smoking or using tobacco products at a school-related or school-sanctioned activity on or off school property.</p>
ENFORCEMENT	<p>The Board shall ensure that District personnel enforce the policies on school property.</p> <p><i>Education Code 38.006(1)(3)</i> [See also FNCD and GKA]</p>
DRUG AND ALCOHOL ABUSE PROGRAM	<p>The Board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property.</p> <p><i>Education Code 38.007(a)</i></p> <p>A district that receives a federal grant must agree to provide a drug-free workplace by:</p> <ol style="list-style-type: none">1. Publishing a statement notifying employees of the requirements of the federal Drug-Free Workplace Act (DFWA) and requiring that each employee be given a copy of the statement [see DI(EXHIBIT)];2. Establishing a drug-free awareness program for employees pursuant to the DFWA;

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3. Notifying the granting agency within ten days after receiving notice that an employee has been convicted under a criminal drug statute;
4. Imposing a sanction on an employee who is convicted of such a violation; and
5. Making a good faith effort to continue to maintain a drug-free workplace.

41 U.S.C. 702(a)(1); 49 CFR pt. 32

A district that has 15 or more employees shall adopt a policy for elimination of drug abuse and must provide their employees with a copy of the policy on or before the first day of employment. Districts that comply with the DFWA must amend their policies to include alcoholic beverages. *28 TAC 169.1, 169.2*

DIETARY
SUPPLEMENTS

Except as provided at Education Code 38.011(b), a District employee may not:

1. Knowingly sell, market, or distribute a dietary supplement that contains performance-enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's duties; or
2. Knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance-enhancing compounds by a primary or secondary student with whom the employee has contact as part of the employee's duties.

An employee who violates items 1 or 2, above, commits a Class C misdemeanor offense.

Education Code 38.011

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(LOCAL)

All District employees shall perform their duties in accordance with state and federal law, District policy, and ethical standards for professional educators. [See DH(EXHIBIT)]

All District personnel 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]

HARASSMENT OR
ABUSE

Employees shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees, as defined at DIA.
2. Students, as defined at FFH. [See FFG regarding child abuse and neglect]

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

RELATIONSHIPS WITH
STUDENTS

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

RESPECTFUL
TREATMENT

No employee shall be demeaned and supervisors shall exercise care not to discipline employees in front of students, parents, other District employees, or the general public, unless circumstances so require. A supervisor or administrator may have present during a conference regarding an investigation or an employee disciplinary matter one or more other employees on an as-needed basis to assist, or serve as a resource or witness.

POLITICAL ACTIVITY

An employee may run for elective office provided he or she does not campaign on school time or use District materials or equipment.

SECTARIAN VIEWS

Employees shall not be allowed to introduce into the school sectarian views on religion.

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(LOCAL)

SAFETY
REQUIREMENTS

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

TOBACCO USE

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

ALCOHOL AND DRUGS

A copy of this policy, the 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.

Employees shall not unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours on District premises 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.

EXCEPTION

An employee who uses a drug authorized by a licensed physician through a prescription specifically for that employee’s use, in a manner as directed by the physician, 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)]

DRESS AND
GROOMING

Dress, grooming, and personal appearance are important aspects of a professional image. Each should reflect the professional position of the employee.

Employees who present before the Board, employee groups, or the general public should be attired professionally as representatives of the District. [See DH(REGULATION) for additional information on employee dress and grooming standards and enforcement of same]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

ARRESTS AND
CONVICTIONS

An employee who is arrested for any felony or any misdemeanor involving moral turpitude must report the arrest to the principal or immediate supervisor within three calendar days of the arrest. An employee who is convicted of or receives deferred adjudication for such an offense must also report that event to the principal or immediate supervisor within three calendar days of the event.

MORAL TURPITUDE

Moral turpitude includes but is not limited to:

1. Dishonesty; fraud; deceit; theft; misrepresentation;
2. Deliberate violence;
3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or
6. Acts constituting abuse under the Texas Family Code.

CRIMINAL
OFFENSES

For provisions regarding the consequences to an employee of an arrest for, or conviction of, a misdemeanor involving moral turpitude, a felony, or for any drug-related criminal offense, refer to:

DCD(LOCAL) for noncontract employees;

DCE(LOCAL) for noncertified employees on written contracts;

DFAA(LOCAL) for probationary contract employees;

DFBA(LOCAL) for term contract employees; and

DFCA(LOCAL) for continuing contract employees.

NURSING PEER
REVIEW COMMITTEE

The Superintendent or designee is authorized to establish a Nursing Peer Review Committee and a Nursing Peer Review Plan conforming to the requirements of Chapter 303 of the Texas Occupations Code and applicable rules promulgated by the Board of Nurse Examiners of the state.

EMPLOYEE STANDARDS OF CONDUCT

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(REGULATION)

- GIFTS TO EMPLOYEES** Schools may establish a strictly voluntary courtesy fund out of which appropriate gifts for employees may be bought in case of retirement, illness, or death of a relative or close friend.
- EMPLOYEE GIFTS TO STUDENTS** Employees shall not give gifts of money or items of significant monetary value to individual students. Any exception to this must have the approval of the principal and be reported to the Superintendent.
- DRESS AND GROOMING STANDARDS** The following shall apply:
1. Cleanliness and neatness are expected of all staff at all times.
 2. Clothing for classes such as physical education, agriculture, JROTC, health-related (to include school nurses), and auto mechanics shall be reasonable and appropriate for that class but shall be confined to class time only. This may also cover special outside class activities, such as field trips.
 3. Blue jeans may be worn on Spirit Day and other special occasions and during on-campus in-service. Blue jeans are also permitted for employees such as custodians, maintenance workers, bus drivers and monitors, mechanics, warehouse and shop workers, employees who work with machinery, and professionals who teach courses in auto mechanics, welding, or other industrial arts. Any color of jeans other than blue may be worn at any time as long as they are in good condition, clean, and not torn, or ragged, or threadbare.
 4. Employees' clothing should not be revealing, immodest, or inappropriate.
- DEFINITIONS** The following definitions shall apply:
- Capris are pants.
- Culottes are shorts.
- Skorts are skirts in which there is a panel on the front and back of the skirt and the skort length is not shorter than three inches above the top of the kneecap.
- INAPPROPRIATE CLOTHING** The following clothing may not be worn:
1. Any clothing that shows the midriff or lower back area at any time (this includes when reaching or bending);
 2. Any shirts or tee-shirts with messaging other than a small commercial logo, or the name, logo, or mascot of the District, school, or department;

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(REGULATION)

3. Dresses or skirts (includes skorts) shorter than three inches above the top of the kneecap;
4. Halter or bare midriff tops;
5. Leggings (tight knit pants);
6. Plunging necklines;
7. Ripped or tattered clothing;
8. Scrubs;
9. Sheer or revealing garments;
10. Shorts;
11. Shower shoes or flip-flops (rubber pool shoes);
12. Skin-tight clothing;
13. Strapless or spaghetti-strap tops and dresses;
14. Sweat suits;
15. Athletic tank tops or muscle shirts;
16. Warm-ups;
17. Wind suits;
18. Military fatigues, except as required for JROTC.

INAPPROPRIATE
ITEMS

Additional inappropriate items include:

1. Visible piercings other than earrings;
2. Caps or hats inside buildings, except as required by specific assignments, such as protective clothing or hard hats, or by a health code, such as head covering for employees working in kitchens.
3. Visible profane, sexually explicit, or obscene tattoos that violate conventional standards of decency and would be offensive to a reasonable person.

UNIFORMS

Employees who are required to wear uniforms during the regular workday (such as food and nutrition services and police services employees) are exempt from these dress code provisions while wearing their approved uniforms.

ENFORCEMENT

Any violation of the employee dress and grooming standards shall be addressed by the campus principal or appropriate department administrator. The campus principal or department administrator is

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DH
(REGULATION)

authorized to send the employee home to change clothes, and may determine the necessary length of time away from the job site.

The first offense shall also require an oral conference with no official documentation. The second offense shall require a written reprimand and may affect the employee's evaluation. Continued violations of this regulation may result in further disciplinary action in accordance with DH(LOCAL).

CODE OF ETHICS AND STANDARD PRACTICES
FOR TEXAS EDUCATORS

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

1. Professional Ethical Conduct, Practices, and Performance.

Standard 1.1. The educator shall not knowingly engage in deceptive practices regarding official policies of the school district or educational institution.

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

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

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

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

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

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

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

2. Ethical Conduct Toward Professional Colleagues.

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(EXHIBIT)

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

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

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

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

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC under this chapter.

3. Ethical Conduct Toward Students.

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

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

Standard 3.3. The educator shall not deliberately or knowingly misrepresent facts regarding a student.

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

Standard 3.5. The educator shall not engage in physical mistreatment of a student.

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

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any student or knowingly allow any student to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

19 TAC 247.2

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LEGAL)

SEARCHES—
GENERAL RULE

Citizens, including District employees, have a right to be free from unreasonable searches and seizures. *U.S. Const. Fourth Amendment; Tex. Const. Art. I, Sec. 9*

The District may search an employee or an employee's property if:

1. There are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct; and
2. The search is reasonably related in scope to the circumstances that justified the interference in the first place.

O'Connor v. Ortega, 480 U.S. 709 (1987); New Jersey v. T.L.O., 469 U.S. 325 (1985)

In addition, the District may search an employee's workplace for noninvestigatory, work-related purposes, or if there are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct. *O'Connor v. Ortega, 480 U.S. 709 (1987)*

DRUG / ALCOHOL
TESTING

Blood, urine, and breath tests of public employees to determine drug use are searches under the Fourth Amendment of the U.S. Constitution. *Skinner v. Railway Labor Executives Ass'n, 489 U.S. 602 (1989)*

RANDOM DRUG
TESTING

The District may conduct drug tests, without a warrant and without individualized suspicion, when the test serves special governmental needs that outweigh the individual's privacy expectation. *Skinner v. Railway Labor Executives Ass'n, 489 U.S. 602 (1989); National Treasury Employees Union v. Von Raab, 489 U.S. 656 (1989)*

SAFETY-
SENSITIVE
POSITIONS

Random alcohol and drug testing of employees in "safety-sensitive" positions may be permissible when the intrusiveness of the search is minimal and the Board is able to demonstrate that the drug-testing program furthers its interest in ensuring the physical safety of students. "Safety-sensitive" positions include those that involve the handling of potentially dangerous equipment or hazardous substances in an environment including a large number of children. *Aubrey v. School Board of LaFayette Parish, 148 F.3d 559 (5th Cir. 1998)*

Note: The following testing requirements apply to every employee of the District who operates a commercial motor vehicle and is subject to commercial driver's license requirements in accordance with federal regulations.

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SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LEGAL)

TESTING OF DRIVERS	<p>The District shall conduct testing, in accordance with federal regulations, of commercial motor vehicle operators for use of alcohol or a controlled substance that violates law or federal regulation. <i>49 U.S.C. 2717; 49 CFR Part 382</i></p>
COMMERCIAL MOTOR VEHICLE DEFINED	<p>A commercial motor vehicle is defined as a motor vehicle used to transport passengers or property that:</p> <ol style="list-style-type: none">1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or2. Has a gross vehicle weight rating of 26,001 or more pounds; or3. Is designed to transport 16 or more passengers, including the driver. <p><i>49 CFR 382.107</i></p>
TESTING PROCEDURES	<p>The District shall ensure that all alcohol or controlled substances testing conducted under 49 CFR Part 382 complies with the procedures set forth in 49 CFR Part 40. <i>49 CFR 382.105</i></p>
TESTS REQUIRED	<p>Required testing includes pre-employment, postaccident, random, reasonable suspicion, return-to-duty, and follow-up testing. No driver shall refuse to submit to a postaccident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a return-to-duty or follow-up alcohol or controlled substances test. The District shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions. <i>49 CFR 382.211, 382.309</i></p>
EDUCATIONAL MATERIALS	<p>The District shall provide educational materials that explain the federal requirements and the District's policies and procedures with respect to meeting these requirements and shall ensure that a copy of these materials is distributed to each driver before the start of alcohol and controlled substances testing under this policy and to each driver subsequently hired or transferred into a position that requires driving a commercial motor vehicle. Written notice to representatives of employee organizations of the availability of this information shall also be provided. The materials shall include detailed discussion of at least the items listed at 49 CFR 382.601. <i>49 CFR 382.601</i></p>
REPORTS	<p>A district required by federal safety regulations to conduct alcohol and drug testing of an employee who holds a commercial driver's license shall report the following information to the Department of Public Safety:</p>

EMPLOYEE STANDARDS OF CONDUCT
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DHE
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1. A valid positive result on an alcohol or drug test.
“Valid positive result” means an alcohol concentration of 0.04 or greater on an alcohol confirmation test, or a result at or above the cutoff concentration levels listed in 49 CFR 40.87 on a confirmation drug test.
2. A refusal to provide a specimen for an alcohol or drug test.
3. An adulterated specimen, diluted specimen, or substituted specimen, as defined at 49 CFR 40.3, on an alcohol or drug test.

For purposes of this requirement, the term “employee” includes applicants for employment subject to preemployment testing.

Trans. Code 644.251–.252

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

REASONABLE
SUSPICION
SEARCHES

The District reserves the right to conduct searches when the District has reasonable cause to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business.

REASONABLE
SUSPICION ALCOHOL
OR DRUG SCREENING

The Superintendent may require any employee to submit to a medical or psychological examination by an appropriate health professional designated and paid by the District at any time there is reasonable suspicion to believe the employee has used or been under the influence of an illegal controlled substance, alcohol, or other drug influencing the employee's ability to perform competent services. The term "reasonable suspicion" means a suspicion based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances that constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

1. A pattern of abnormal or erratic behavior.
2. Information provided by a reliable and credible source.
3. Direct observation of drug use.
4. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes).

Supervisors must detail in writing the specific facts, symptoms, or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee. The documentation shall be forwarded directly and confidentially to the associate superintendent for human resources.

Failure to comply with the Superintendent's directive may result in termination of employment. The report to the District from the appropriate health professional may be the basis for personnel action including suspension or termination. Any testing for drugs or alcohol shall be done in accordance with the procedures outlined in DHE(REGULATION).

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

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

DEPARTMENT OF
TRANSPORTATION
(DOT) TESTING
PROGRAM

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

DRUG-RELATED
VIOLATIONS

The following constitute drug-related violations:

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

The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to employees regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

CONSORTIUM

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

Under such contract, the consortium shall be responsible for implementing, directing, administering, and managing the alcohol and

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controlled substances program within the U.S. Department of Transportation guidelines. The consortium shall serve as the principal contact with the laboratory and for collection activities in assuring the effective operation of the testing portion of the program.

REASONABLE
SUSPICION
TESTING

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

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

CONSEQUENCES
OF POSITIVE TEST
RESULTS

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

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

ALCOHOL RESULTS
BETWEEN 0.02 AND
0.04

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

CONFIDENTIALITY OF
TEST RESULTS

All information from an individual's physical examination, including any drug/alcohol test, is confidential. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the individual or the information

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is sought through judicial proceedings or by any entity with the legal authority to obtain the information.

APPEALS

An employee who has adverse personnel action as a result of these provisions may appeal to the Board by filing a written request for a hearing with the Superintendent within five days of the personnel action. [See DGBA]

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(REGULATION)

BUS DRIVERS AND
OPERATORS OF
OTHER COMMERCIAL
MOTOR VEHICLES

Drug testing of bus drivers and operators of other commercial motor vehicles upon employment or reemployment [see DHE (LEGAL) and (LOCAL)] shall be done as follows:

1. Prior to employment and annually, each person shall undergo a drug/alcohol screening test as designated and paid for by the District to detect use of illegal controlled substances or other drugs or alcohol which would influence the person's ability to safely operate a commercial motor vehicle. Testing may be completed by a private physician or laboratory approved by the District, if desired. The cost of the testing by a private physician or laboratory must be paid by the individual person.
2. The screening test will be conducted on a urine specimen to detect the presence of the following drugs and alcohol:

Amphetamines	Methadone	Barbiturates
	Methaqualone	
Benzodiazepines	Opiates	
Cannabinoids	Phencyclidine	
Cocaine	Propoxyphene	
Ethanol,	Qualitative	
3. The initial screening shall be by the enzyme immuno-assay techniques (EMIT) test. An individual whose drug test yields a positive result shall be given a second test, using other tests such as thin layer chromatography (TLC), gas chromatography (GC), and GC combined with mass spectroscopy (GC/MS). The second or confirming test shall use a portion of the same urine sample withdrawn from the individual for use in the first test. If the second test confirms the positive test result, the individual shall be notified of the results in writing by the associate superintendent for human resources within five school calendar days of receipt of the test results. The letter of notification shall identify the particular substance found and its concentration.
5. An individual whose second test confirms the original positive test result may, at the individual's own expense, have a third test conducted on the same sample at a laboratory, approved by the District, meeting minimum criteria for drug testing.
6. Specimens that test positive shall be retained by the laboratory for one year. Specimens that test negative shall be retained for a minimum of one week.

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DHE
(REGULATION)

7. All drug/alcohol testing of individuals shall be conducted at medical facilities or laboratories certified by the Department of Health and Human Services. A medical facility or lab must maintain written procedures approved by the District that will be used to maintain test samples. These procedures shall, at a minimum, include:
 - a. Testing procedures that ensure privacy to individuals consistent with the prevention of tampering.
 - b. Methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry (GC/MS) to confirm positive test results.
 - c. Chain-of-custody procedures that ensure proper identification, labeling, and handling of test samples.
 - d. Retention and storage procedures that ensure reliable results on confirmatory tests of original samples.

At the test site, the individual is to be given a form on which to list any medications taken or any other legitimate reasons for having been exposed to drugs within the last 15 days. The form will be sealed in an envelope that will not be opened unless the test is positive.

8. The following are the consequences of a confirmed positive test result:
 - a. A person who was employed by the District the previous year who, as a result of any required physical examination, tests positive for an illegal controlled substance in a drug test shall be terminated. Any decision to reemploy such person in the future would be made on a case-by-case basis, consistent with the requirements of the Americans with Disabilities Act, but at a minimum would require a physical examination and a negative drug/alcohol screening test result from a District-approved laboratory, with any such examination and test to be paid for by the person applying for reemployment.
 - b. A person who was employed by the District the previous year who, as a result of any required annual physical examination, tests positive for a non-illegal drug that could influence the person's ability to operate a commercial motor vehicle safely shall not be employed or shall be suspended until there is written approval of the physician who administered the physical that the person can safely operate a commercial motor vehicle. If the physician does not approve the person for commercial

EMPLOYEE STANDARDS OF CONDUCT
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motor vehicle driver, the person is eligible to apply for any existing vacant positions, other than commercial motor vehicle driver, for which the person possesses the proper qualifications and/or certification.

- c. An applicant for employment who tests positive for an illegal controlled substance on a required preemployment drug test shall not be hired. An applicant who has tested positive shall be eligible to reapply for District employment upon the expiration of a one-year period, provided the applicant submits to the required physical examination and obtains a negative drug/alcohol screening test result from a District-approved laboratory. This examination and test shall be paid for by the applicant.
- d. An applicant who tests positive for a non-illegal drug that could influence the person's ability to operate a commercial motor vehicle safely may not be employed without a written certification by the physician who did the physical examination that the applicant can safely operate a commercial motor vehicle.

ALCOHOL TESTING

The following provisions apply to alcohol testing:

1. The presence of alcohol in urine does not carry the same implication of substance abuse. Alcohol is rapidly metabolized by the body and the detection of a measurable level of alcohol in the urine may be an indication of the ingestion of a large amount of alcohol many hours prior to the testing or the recent ingestion of a relatively small amount.
2. A person who was employed by the District the previous year who, as a result of a required annual physical examination, has a positive result of alcohol in the urine will not be permitted to drive a commercial motor vehicle until the employee, within three months of the first test, requests a second drug/alcohol screening test. The District will, at its expense, authorize the second test. If the results of the second test are negative, the individual will be certified to drive a commercial motor vehicle. If the results are positive, the individual will be allowed to apply for employment to existing vacant positions, other than commercial motor vehicle driver, for which the individual possesses the proper qualifications and/or certification. In the event any employee tests positive, assistance will be offered through the Employee Assistance Program (EAP). If placed in a position other than commercial motor vehicle driver, the individual will be subject to additional drug/alcohol screening test(s) at the employee's expense during the next six-month period from the date of the last test, and further

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positive findings of alcohol in the urine may result in termination.

3. An applicant who has a positive result of alcohol in the urine after initial drug/alcohol screening using the EMIT test and a confirmatory test using an alternate District-approved test shall not be eligible for hire by the District until the expiration of three months from the date of testing.
4. An applicant who tested positive shall be eligible to reapply for District employment upon expiration of the three-month period, provided the applicant submits to the required physical examination and obtains a negative drug/alcohol screening test result from a District-approved laboratory. The examination and test shall be paid for by the applicant.

EMPLOYEE WELFARE

DI
(LEGAL)

HAZARD
COMMUNICATION ACT

The District shall perform the following duties in compliance with the Hazard Communication Act:

NOTICE

1. Post and maintain the notice promulgated by the Texas Department of State Health Services (TDSHS) in the workplace. *Health and Safety Code 502.017(a)*

EDUCATION AND
TRAINING

2. Provide an education and training program for employees using or handling hazardous chemicals. "Employee" means any person who may be or may have been exposed to hazardous chemicals in the person's workplace under normal operating conditions or foreseeable emergencies. Workers such as office workers or accountants who encounter hazardous chemicals only in nonroutine, isolated instances are not employees for purposes of these requirements. *Health and Safety Code 502.003(10), 502.009*
3. Maintain the written hazard communication program and a record of each training session to employees, including the date, a roster of the employees who attend, the subjects covered in the training session, and the names of the instructors. Records shall be maintained for at least five years. *Health and Safety Code 502.009(g)*

WORKPLACE
CHEMICAL LIST

4. Compile and maintain a work-place chemical list that includes required information for each hazardous chemical normally present in the workplace or temporary workplace in excess of 55 gallons or 500 pounds, or as determined by the TDSHS for certain highly toxic or dangerous hazardous chemicals. The list shall be readily available to employees and their representatives. *Health and Safety Code 502.005(a), (c)*
5. Update the list as necessary, but at least by December 31 each year, and maintain at least 30 years. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information. *Health and Safety Code 502.005(b), (d)*

LABELING

6. As required by law, label new or existing stocks of hazardous chemicals with the identity of the chemical and appropriate hazard warnings, if such stocks are not already appropriately labeled. *Health and Safety Code 502.007*

MATERIAL SAFETY
DATA SHEETS

7. Maintain a legible copy of the most current manufacturer's material safety data sheets (MSDS) for each hazardous chemical; request such sheets from the manufacturer if not already provided or otherwise obtain a current MSDS; make such sheets readily available to employees or their representatives on request. *Health and Safety Code 502.006*

EMPLOYEE WELFARE

DI
(LEGAL)

PROTECTIVE
EQUIPMENT

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

PEST CONTROL
TREATMENT NOTICE

The chief administrator or building manager shall notify persons who work in a District building or facility of a planned pest control treatment by both of the following methods:

1. Posting the sign provided by the certified applicator or technician in an area of common access the employees are likely to check on a regular basis at least 48 hours before each planned treatment.
2. Providing the official Structural Pest Control Board Consumer Information Sheet to any individual working in the building, on request.

Occupations Code 1951.455; 22 TAC 595.7

EMPLOYEE WELFARE

DI
(LOCAL)

DRUG-FREE
WORKPLACE

The District shall strive to provide a drug-free workplace and require all employees to abide by the following procedures as a condition of their employment:

1. The District will provide all employees with annual notification through the employee handbook, AdCom, and other District publications that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (as defined by federal and/or state law) is prohibited in the workplace.
2. A drug-free awareness program has been established and is available to all employees. This program provides information about:
 - a. The dangers of drug abuse in the workplace.
 - b. The District policy of maintaining a drug-free workplace.
 - c. Available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - e. The penalties that may be imposed for drug abuse violations occurring outside the workplace that result in the arrest of the employee.
3. An employee shall immediately notify the administration of any conduct relating to or allegations of any drug violation incident occurring in the workplace. Any allegation will be immediately investigated by the administration.
4. If an employee is arrested and charged with any criminal offense involving any alleged drug violation, he or she is subject to immediate personnel action until a disposition has been made of the case. The Superintendent is delegated the authority to take appropriate personnel action regarding any employee upon receiving evidence of any arrest for any drug-related criminal offense or violation of this policy, in accordance with applicable contract, legal, and policy requirements. [See DC and DF policy series, and DI(EXHIBIT)] Any affected employee may contest any such action in accordance with established procedures. [See policies previously cited and DGBA]
5. Any employee convicted of a violation of a criminal drug law, and any employee who violates this policy or fails to comply with any directive of the administration pursuant to this policy

is subject to appropriate disciplinary action, up to and including termination of employment, in accordance with applicable legal and policy requirements. [See DC and DF policy series, and DI(EXHIBIT)]

6. The District will notify any federal agency from which the District has received a grant, within ten days after the District receives notice that a District employee has been convicted of a criminal drug law violation occurring in the workplace, in accordance with the requirements of the grant and the Drug-Free Workplace Act of 1988, as amended.

DRUG-FREE WORKPLACE REQUIREMENTS

The District prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace. *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. *41 U.S.C. 702(a)(1)(B); 28 TAC 169.2*

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. [See policies at DH and DHE] *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

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

Within 30 calendar days of receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. *41 U.S.C. 703*

[This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (*41 U.S.C. 702*) and notice requirements imposed by the Texas Workers' Compensation Commission rules at 28 TAC 169.2]

Note: This policy addresses harassment of District employees. For harassment of students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

OFFICIAL
OPPRESSION

A public official commits a Class A misdemeanor if, while acting in his or her official or employment capacity, the official intentionally subjects another to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, submission to which is made a term or condition of a person's exercise or enjoyment of any right, privilege, power, or immunity, either explicitly or implicitly. *Penal Code 39.03(a)*

HARASSMENT OF
EMPLOYEES

Harassment on the basis of a protected characteristic is a violation of the federal anti-discrimination laws. The District has an affirmative duty, under Title VII, to maintain a working environment free of harassment on the basis of sex, race, color, religion, and national origin. *42 U.S.C. 2000e, et seq.; 29 CFR 1606.8(a), 1604.11*

Harassment violates Title VII if it is sufficiently severe and pervasive to alter the conditions of employment. *Pennsylvania State Police v. Suders, 542 U.S. 129 (2004)*

Title VII does not prohibit all verbal and physical harassment in the workplace. For example, harassment between men and women is not automatically unlawful sexual harassment merely because the words used have sexual content or connotations. *Oncale v. Sun-downer Offshore Services, Inc., 523 U.S. 75 (1998)*

HOSTILE
ENVIRONMENT

Verbal or physical conduct based on a person's sex, race, color, religion, or national origin constitutes unlawful harassment when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.

Pennsylvania State Police v. Suders, 542 U.S. 129 (2004); Nat'l Railroad Passenger Corp. v. Morgan, 536 U.S. 101 (2002); Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986); 29 CFR 1604.11, 1606.8

QUID PRO QUO

Conduct of a sexual nature also constitutes harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual.

29 CFR 1604.11(a)

SAME-SEX SEXUAL
HARASSMENT

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

HARASSMENT POLICY

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

CORRECTIVE ACTION

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

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

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

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

Note: This policy addresses harassment of District employees. For harassment of students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

PROHIBITION OF
HARASSMENT

The District condemns and prohibits sexual harassment and harassment on any basis prohibited by law including, but not limited to, harassment based on the individual's race, color, creed, age, sex, religion, national origin, marital status, ancestry, citizenship, military status, or mental or physical disability.

Employees shall not tolerate harassment of others and shall make reports as required at reporting procedures, below.

SEXUAL
HARASSMENT

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

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

EXAMPLES

Examples of sexual harassment may include, but are not limited to, sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

OTHER PROHIBITED
HARASSMENT

Harassment of a District employee on the basis of the employee's race, color, creed, age, sex, religion, national origin, marital status, ancestry, citizenship, military status, or mental or physical disability includes physical, verbal, or nonverbal conduct related to these characteristics when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or

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FREEDOM FROM HARASSMENT

DIA
(LOCAL)

3. Otherwise adversely affects the employee's employment opportunities.

EXAMPLES

Examples of prohibited harassment may include, but are not limited to, verbal harassment such as offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for workplace accommodation; offensive jokes, name calling, slurs, or rumors. Physical harassment such as assault or aggression; threatening or intimidating conduct; impeding or blocking movement or any physical interference with normal work or movement; or other types of aggressive conduct such as theft or damage to property. Visual forms of harassment such as derogatory drawings, cartoons, or posters; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes.

REPORTING
PROCEDURES

An employee who believes that he or she has experienced prohibited harassment should immediately report the alleged acts to an appropriate person designated below.

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

Any other person who knows or believes that a District employee has experienced harassment should immediately report the alleged acts to the appropriate person designated by this policy.

TIMELY REPORTING

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

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

DISTRICT
OFFICIALS

1. For sexual harassment, the Title IX coordinator (Director for Employee Relations) and for harassment based on disability, the ADA/504 coordinator (Director for Employee Relations).
[See DAA(LOCAL)]
2. For all other prohibited harassment, the Superintendent.

A report against the Title IX coordinator or ADA/504 coordinator may be made directly to the Superintendent; a report against the

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DIA
(LOCAL)

Superintendent may be made directly to the Board or the Board President.

NOTIFICATION OF
REPORT

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

CONFIDENTIALITY

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

INVESTIGATION OF
THE REPORT

The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form and ask the complainant to confirm its accuracy.

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

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

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

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

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

CONCLUDING THE
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten business days from the date of the report. The investigator shall inform the complainant if additional time is necessary. Even if additional time is necessary, the investigation shall be completed within 30 calendar days from the date of the report, except only in the most extraordinary cases and with the approval of the Superintendent.

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

investigation. The complainant shall be advised of the results of the investigation.

DISTRICT ACTION

If the results of an investigation indicate that prohibited harassment occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the harassment. Appropriate disciplinary or corrective action should be initiated as soon as feasible after the completion of the written investigative report.

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

APPEAL

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

The complainant shall be informed of his or her right to file a complaint with the Texas Workforce Commission Civil Rights Division, the Equal Employment Opportunity Commission, or the United States Department of Education Office for Civil Rights.

RETALIATION
PROHIBITED

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

RECORDS RETENTION

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

ACCESS TO POLICY

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

El Paso ISD
071902

EMPLOYEE RECOGNITION AND AWARDS

DJ
(REGULATION)

Service award pins shall be presented to employees after 10, 15, 20, 25, 30, 35, 40, 45, and 50 years of service with the District.

ASSIGNMENT AND SCHEDULES

DK
(LEGAL)

ASSIGNMENT	<p>The District may not employ a person as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, or counselor unless the person holds an appropriate certificate or permit. In addition, a public school employee must have the appropriate credentials, as set forth by the State Board for Educator Certification, for his or her current assignment, unless the appropriate permit has been issued. <i>Education Code 21.003; 19 TAC 230.601</i> [See DBA]</p>
EMERGENCY PERMITS	<p>A superintendent or designee who cannot secure an appropriately certified and qualified individual to fill a vacant position may activate an emergency permit for an individual who does not have one of the appropriate credentials for the assignment.</p>
TEMPORARY VACANCIES	<p>The District is not required to activate an emergency permit if an uncertified individual is assigned for a certified teacher who will be absent for more than 30 consecutive instructional days due to documented health-related reasons and has expressed the intention to return to the assignment. The District must, however, comply with the parent notification requirements below.</p> <p><i>19 TAC 230.501(b), (g)</i></p>
CURRENT EMPLOYEES	<p>A degreed, certified teacher employed in the previous year or semester in an assignment for which he or she was fully certified may not be assigned to a position that requires activating an emergency permit unless:</p> <ol style="list-style-type: none">1. The teacher has given written consent to the activation of the permit; or2. Because of fluctuations in enrollment or changes in course offerings, the teacher's previous assignment no longer exists and no alternative assignment for which the teacher is fully certified is available on that campus. If a permit is activated for a teacher under these circumstances, the teacher shall be offered the opportunity to return to his or her previous assignment or an alternative assignment for which the teacher is fully certified on that campus as soon as such an assignment is available. If a teacher accepts the assignment, the actual transfer of duties shall occur not later than the beginning of the next academic year. <p>If an emergency permit is activated for a temporary staffing condition within 30 days of the opening of the school year or later during the contract year, the teacher is exempt from the requirement to complete additional coursework or examination requirements for certification for the remainder of the contract year for which the permit is activated. This exemption is not renewable, and a</p>

ASSIGNMENT AND SCHEDULES

DK
(LEGAL)

teacher continuing on an emergency permit for a second year must meet the full requirements of an emergency permit.

A teacher who refuses to consent to activation of an emergency permit may not be terminated or nonrenewed or otherwise retaliated against because of the teacher's refusal to consent to the activation of the permit. However, a teacher's refusal to consent shall not impair the District's right to implement a necessary reduction in force or other personnel actions in accordance with local District policy.

19 TAC 230.501(c)

PRINCIPAL'S
APPROVAL

The principal of a campus shall approve all teacher and staff appointments for the campus from a pool of applicants selected by the District or of applicants who meet the hiring requirements established by the District, based on criteria developed by the principal after informal consultation with the faculty. The Superintendent or designee has final placement authority for a teacher transferred because of enrollment shifts or program changes. *Education Code 11.202; Atty. Gen. Op. DM-27 (1991)*

TRANSFERS

The District's employment policy may include a provision for providing each current District employee with an opportunity to participate in a process for transferring to another school in or position with the District. *Education Code 11.163(c)*

Note: In accordance with Education Code 21.057, the following notice requirements do not apply if a school is required by the No Child Left Behind Act of 2001 to provide notice to a parent or guardian regarding a teacher who is not highly qualified, provided the school gives notice as required by that Act. [See DBA]

PARENT
NOTIFICATION

If the District assigns an inappropriately certified or uncertified teacher (as defined below) to the same classroom for more than 30 consecutive instructional days during the same school year, it shall provide written notice of the assignment to the parents or guardians of each student in that classroom.

The Superintendent shall provide the notice not later than the 30th instructional day after the date of the assignment of the inappropriately certified or uncertified teacher. The District shall make a good-faith effort to ensure that the notice is provided in a bilingual form to any parent or guardian whose primary language is not English. The District shall retain a copy of the notice and make information relating to teacher certification available to the public on request.

ASSIGNMENT AND SCHEDULES

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(LEGAL)

INAPPROPRIATELY
CERTIFIED OR
UNCERTIFIED
TEACHER

An "inappropriately certified or uncertified teacher" includes an individual serving on an emergency certificate or an individual who does not hold any certificate or permit. It does not include an individual who is:

1. Certified and assigned to teach a class or classes outside his or her area of certification, as determined by SBEC rules;
2. Serving on a certificate issued due to a hearing impairment;
3. Serving on a certificate issued pursuant to enrollment in an approved alternative certification program;
4. Certified by another state or country and serving on a certificate issued under Education Code 21.052;
5. Serving on a school district teaching permit; or
6. Employed under a waiver granted by the Commissioner.

Education Code 21.057; 19 TAC 230.601

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

ASSIGNMENT	All personnel are employed subject to assignment and reassignment by the Superintendent or designee, except to the extent authority has been retained by the Board, as provided below. Any employee may request reassignment to another position within the District for which he or she is qualified.
LATERAL TRANSFER OR REASSIGNMENT	Subject to the preceding provisions on assignment, the Superintendent may appoint an employee to fill a vacant position by a lateral transfer or reassignment. A transfer or reassignment shall be considered "lateral" when the previous position held by the employee and the new position have the same pay grade or level and the same number of days on duty.
OTHER TRANSFERS OR REASSIGNMENTS OF PROFESSIONAL AND ADMINISTRATIVE PERSONNEL	Final authority for the reassignment of all campus principals and all personnel employed in positions at pay grade 106 and above on the District's Administrative Professional-Instruction Pay Schedule, and pay grade 206 and above on the District's Administrative Professional-Business and Operations Pay Schedule, to a position at a higher pay level or with more days on duty, or to a position at a lower pay level or with less days on duty, is retained by the Board. The Superintendent shall present recommendations to the Board at Board meetings regarding all such personnel actions. Provided, however, that the Superintendent may make a transfer as described in this paragraph to a position at a lower pay level or with less days on duty, without prior Board approval, if he or she notifies the Board President in advance, and then brings the matter to the Board at the first regular meeting following the transfer for which notice may be timely posted.
CAMPUS ASSIGNMENTS	The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment and shall be submitted to the Superintendent or designee (Human Resources associate superintendent or designated director) for review. Central office staff and principals shall work cooperatively in making and approving assignments to campuses to ensure the efficient operation of the District as a whole.
SUPPLEMENTAL DUTIES	Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

ADMINISTRATOR
ASSIGNMENT REVIEW

To encourage and facilitate the continuing professional development of each administrative staff member, the Board directs the Superintendent to provide a process that allows for new challenges and a variety of assignments by reassignment or promotion of administrators.

The Superintendent will provide for the Board, on an annual basis, a review of those administrators who have been in their present assignments for seven years. This review will occur on a five-year cycle for assistant principals.

The recommendation of the Superintendent with respect to such rotation, reassignment, or promotion shall then be reviewed and approved by the Board. The rotation, reassignment, and possible promotion should provide for the flexibility of assignment between schools and administrative or teaching assignments.

At all times, the Board favors a flexible administrative schedule that allows for excellence in classroom teaching.

WORK SCHEDULES

The Superintendent shall establish work schedules and provide for absences and other conditions of work in keeping with the Board's policies. Working conditions shall be designed to promote excellent physical and mental health of all employees.

ASSIGNMENT AND SCHEDULES

DK
(REGULATION)

ASSIGNMENT /
REASSIGNMENT

Assignment or reassignment of employees is made by the associate superintendent for human resources, at the direction of the Superintendent who shall ensure the District's compliance with Federal Court Order No. EP-70-CA-279, the HEW agreement dated August 15, 1972, TEA regulations, and established Board policy.

SENIORITY
DEFINED

"District seniority" is defined as the length of continuous employment with the District. "Campus seniority" is defined as the length of continuous assignment in a particular program, teaching field, or subject area to a particular campus. "Campus" is defined as the school or office to which an employee is assigned. Campus seniority relates only to the employee's privilege to remain on a campus when there are personnel reductions and/or organization changes.

Campus seniority does relate to the type of program, teaching field, or subject area that the teacher was assigned to teach. A teacher assigned to teach in the bilingual/elementary program will have his or her campus seniority compared with other bilingual/elementary teachers on the campus. A special education teacher will have his or her seniority compared with special education teachers who are assigned to teach in the same type of special education program on the campus.

Campus seniority does not relate to the specific teaching assignment or position on a campus: for example, a grade 5 class assignment as opposed to a grade 3 assignment or an assignment of three classes of senior English and two of freshman English as opposed to an assignment of four classes of sophomore English and one of freshman English.

Once employees are assigned, it is the responsibility of the principal and/or unit head, with the review of the appropriate supervisor, to organize the faculty and staff. [See DP(LEGAL) and (LOCAL)]

Time spent on Board-approved leave of absence cannot be counted toward earned seniority; however, an employee on leave of absence may return within two years and continue with the years of District seniority in existence at the beginning of the leave of absence.

Employee seniority, both District and campus, is to be used by the associate superintendent for human resources in the assignment and/or reassignment of personnel when all other factors are equal.

VACANCIES

Vacancies that occur during the school year are to be filled by the associate superintendent for human resources by reassignment of existing personnel or the employment of new personnel. When practical, new employees shall be placed in a definite assignment

ASSIGNMENT AND SCHEDULES

DK
(REGULATION)

at the time of employment. Except in extreme emergencies, voluntary reassignment of certified personnel is discouraged during the probationary period of employment.

VOLUNTARY
(REQUESTED)
REASSIGNMENT

Employees who desire a change of assignment must file a written application for reassignment annually prior to June 1. Written applications must be submitted to the principal/unit head for signature and forwarded to Human Resources. If an employee does not wish to be considered for reassignment after submitting a request, the employee must submit a written cancellation of the request to Human Resources. Employees who are promoted are deemed to have requested reassignment. Employees who request and receive reassignment will lose campus seniority.

INVOLUNTARY
REASSIGNMENT

When personnel reductions and/or organizational changes require the reassignment of an employee or employees, the initial selection must be made on campus seniority; but the final decision on involuntary reassignment must be made by the associate superintendent for human resources so that the reassignment is in the best interest of the District and ensures compliance with all court orders, state or federal regulations or policies, and HEW agreements. Employees subject to involuntary reassignment are allowed to request assignment to known vacancies in the particular program, teaching field, or subject area to which they were previously assigned and are given priority for the assignment. An employee involuntarily reassigned retains campus seniority earned prior to transfer to the new assignment.

If a vacancy exists prior to the first day on duty of the ensuing school year on a campus from which an employee has been involuntarily reassigned, the reassigned employee will be offered the option of returning to the campus from which the employee was reassigned in the particular program, teaching field, or subject area to which they were previously assigned. Campus seniority previously in existence will be reinstated if the requested reassignment is granted.

Employees involuntarily reassigned may, at the end of that school year, request reassignment to the position held at the previous school or to the previous school if a vacancy exists in the particular program, teaching field, or subject area to which they were previously assigned prior to the beginning of the next school year. Campus seniority previously in existence is to be reinstated if the requested reassignment is granted.

ANNOUNCEMENT OF
VACANCIES

All vacancies for the positions listed below shall be announced in the weekly Administrative Communication (Ad Com):

1. Clerical positions—hourly Pay Level 3 and above.

ASSIGNMENT AND SCHEDULES

DK
(REGULATION)

2. Transportation/maintenance/food service job positions—
hourly Pay Level 2 and above.

No later than May 15, a list of all known teacher vacancies for the next school year is to be posted by the associate superintendent for human resources in each school, in the immediate supervisors' of schools offices, and the Human Resources Department.

EXEMPTIONS IN
COMPLIANCE WITH
COURT ORDER

In order to meet the needs of special programs, shortages in certain teaching fields or subject areas, court orders, and the HEW agreement and to comply with TEA certification regulations, certain teachers shall be exempt from involuntary reassignment procedures.

When a teacher is subject to involuntary reassignment in accordance with the provisions of this regulation and the instructional program cannot be maintained by existing campus staff, the principal may request that the teacher who is necessary to maintain the instructional program not be involuntarily reassigned. Approval must be obtained by the principal from the associate superintendent for human resources.

If the reassignment of a teacher will place the school out of compliance with a court order or the HEW agreement, that teacher will not be involuntarily reassigned unless the associate superintendent for human resources can justify noncompliance in writing to the Superintendent.

EMPLOYEE TIME
SHEETS

All employees are required to account for their attendance by signing the Payroll Sign In Roster daily upon arrival at their work stations. All nonexempt employees are required to account for their attendance on their Weekly Time Sheets.

HOURS ON DUTY

Full-time teachers, managers, supervisors, and administrators shall be on duty as indicated below. Part-time employees in these employee groups will have duty hours specified in writing. No overtime is authorized for these personnel.

The regular duty hours for all personnel paid on the daily and hourly pay schedules, and other personnel, except elementary teacher aides (paraprofessionals) and nurses, as approved by Human Resources, are 8:00 a.m. to 4:30 p.m. with a half-hour for lunch.

These personnel may reasonably expect to work before and after working hours, on weekends, and occasionally on holidays. Assignment to work outside the normal duty hours is the prerogative and responsibility of the immediate supervisor, principal, or department head.

ASSIGNMENT AND SCHEDULES

DK
(REGULATION)

The library will be open at least seven hours each day. The principal will set the regular hours of librarians so as to serve the school's needs. Librarians shall be on duty seven hours a day. Where a campus has more than one librarian, the principal may stagger the hours to keep the library open longer than seven hours.

The regular duty hours for teachers and nurses are as follows.

TEACHERS AND
SPEECH
THERAPISTS

Teachers and speech therapists (not clinically certified) of grades 1-12 must report for duty by 8:15 a.m., have a half-hour duty-free lunch period, and remain on duty after classes have been dismissed in the afternoon until all instructional, housekeeping, and other duties are completed.

Teachers of prekindergarten and kindergarten must report for duty at 8:00 a.m., have a half-hour duty-free lunch period, and remain on duty after classes have been dismissed in the afternoon until all instructional, housekeeping, and other duties are completed.

ELEMENTARY
TEACHER AIDES /
PARA-
PROFESSIONALS

Teacher aides (paraprofessionals) are on duty from 7:30 a.m. to 3:30 p.m. or from 8:00 a.m. to 4:00 p.m. with a half-hour lunch period.

NURSES

Nurses are on duty from 8:00 a.m. to 3:45 p.m. with a half-hour duty-free lunch period.

The principal will set the regular duty hours for those teachers with a zero period or class after 3:30 p.m., and may adjust the regular duty hours for teacher aides (paraprofessionals) and nurses. Teachers, teacher aides (paraprofessionals), and nurses with adjusted hours on duty will be notified in writing prior to the beginning of the school year and when changes are necessary.

All full-time teachers shall have at least one period of not less than 45 minutes within the assigned duty hours for planning and preparation.

SPECIAL
ASSIGNMENTS

All personnel who receive supplemental pay for special assignments such as coaching, music, industrial arts, special education, UIL sponsors, tutoring, etc., must be on duty before and/or after school according to regular or special schedules and assignments for athletic, music, UIL events, etc., as required by principals, facilitators, and directors. When not coaching a sport, or not assigned to assist with an athletic event, athletic coaches will work the normal duty hours for teachers.

The principal may need the teacher's assistance before school, after school, at the noon hour, or at extracurricular activities.

ASSIGNMENT AND SCHEDULES

DK
(REGULATION)

Teachers may be assigned to ground, hall, or other duties as necessary in order to maintain an educational environment that is conducive to learning and safe for students, patrons, and personnel. Duty assignments shall be as equally distributed as possible among all available teaching personnel.

TEACHERS AS
SUBSTITUTES

Teachers in secondary grades (9-12) may be asked to substitute in the instruction of children for other teachers and receive extra compensation. This should apply to part of a day and on an emergency basis, not on a continuing basis. Teachers may not receive compensation for less than one regular class period of emergency substituting.

Teachers in grades K-8 may be asked to substitute in the instruction of children for another teacher on an emergency basis, but not on a continuing basis. They will be paid at the same rate as the secondary level of emergency substituting. No pay will be allowed for less than 30 minutes of emergency substituting.

However, principals shall not impinge upon a teacher's planning and preparation period or duty-free lunch unless the teacher voluntarily agrees to accept the emergency substitute assignment, when offered. [See DL(LEGAL)]

ADDITIONAL
ACTIVITIES

In addition to regular assigned duties, teachers and other campus personnel addressed in this regulation are required to be in attendance at the following activities:

1. Faculty and staff meetings before and after regular school hours.
2. Group meetings and in-service meetings.
3. Conferences with parents and patrons.
4. Departmental or grade-level meetings.
5. PTA/PTO or school-sponsored open houses at the employee's assigned campus.
6. Other meetings or conferences as assigned.

PARENT-TEACHER
ORGANIZATIONS

Each school has some type of parent-teacher organization. Teachers are encouraged to participate through joining their school's organization and attending its regularly scheduled meetings. Belonging to the organization is voluntary; however, attending its meetings should be considered by teachers as part of their professional responsibility.

Attendance at presentations relative to approved District insurance programs and/or employee benefits is not mandatory; however, the

ASSIGNMENT AND SCHEDULES

DK
(REGULATION)

personnel in categories listed in this regulation are encouraged to become knowledgeable of all plans and benefits available to the employees.

LUNCHROOM
PERSONNEL
ALLOCATION AND
HOURS ON DUTY

Hours on duty for lunchroom personnel shall be according to position, as follows:

<u>Personnel</u>	<u>Hours on Duty</u>
Managers	8.0
Assistant Managers	8.0
Cooks	7.0
Snack Bar Attendants	8.0
Specialists	7.0
Part-Time Specialists	4.0

Lunchrooms serving breakfast are authorized to schedule one employee an extra half-hour on duty for the first 100 breakfasts served. For each additional 100 breakfasts served, an additional employee may be scheduled to help prepare and serve breakfast.

Attendance at the following activities during duty hours is required:

1. Meetings scheduled by the manager.
2. Meetings or training programs scheduled by supervisors or the director of the Food Services Office.
3. Any scheduled workshops sponsored by the Food Services Office on an in-service day when school is not in session.

WORK LOAD

DL
(LEGAL)

PLANNING AND
PREPARATION

Each classroom teacher is entitled to at least 450 minutes within each two-week period for instructional preparation including parent-teacher conferences, evaluating students' homework, and planning. A planning and preparation period may not be less than 45 minutes within the instructional day. During that time, a teacher may not be required to participate in any other activity. *Education Code 21.404*

DUTY-FREE LUNCH

Each classroom teacher or full-time librarian is entitled to at least a 30-minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students. *Education Code 21.405*

EXCEPTION

If necessary because of a personnel shortage, extreme economic conditions, or unavoidable or unforeseen circumstances, and in accordance with commissioner rules, the District may require a classroom teacher or librarian to supervise students during lunch no more than one day in any school week. *Education Code 21.405*

In determining whether an exceptional circumstance exists, the District shall use the following guidelines:

1. A personnel shortage exists when, despite reasonable efforts to use nonteaching personnel or the assistance of community volunteers to supervise students during lunch, no other personnel are available.
2. Extreme economic conditions exist when the percentage of a local tax increase, including the cost of implementing duty-free lunch requirements, would place the District in jeopardy of a potential roll-back election.
3. Unavoidable or unforeseen circumstances exist when, because of illness, epidemic, or natural or man-made disaster, the District is unable to find individuals to supervise students during lunch.

19 TAC 153.1001

WORK LOAD
REQUIRED PLANS AND REPORTS

DLB
(LEGAL)

RESTRICTIONS ON
WRITTEN REPORTS

The Board shall limit redundant requests for information and the number and length of written reports that a classroom teacher is required to prepare.

A classroom teacher may not be required to prepare any written information other than:

1. Any report concerning the health, safety, or welfare of a student;
2. A report of a student's grade on an assignment or examination;
3. A report of a student's academic progress in a class or course;
4. A report of a student's grades at the end of each grade reporting period;
5. A textbook report;
6. A unit or weekly lesson plan that outlines, in a brief and general manner, the information to be presented during each period at the secondary level or in each subject or topic at the elementary level;
7. An attendance report;
8. Any report required for accreditation review;
9. Any information required by the District that relates to a complaint, grievance, or actual or potential litigation and that requires the classroom teacher's involvement; or
10. Any information specifically required by law, rule, or regulation.

The District may collect essential information, in addition to the information specified above, from a classroom teacher on agreement between the classroom teacher and the District.

PAPERWORK REVIEW

The Board shall review paperwork requirements imposed on classroom teachers and transfer to existing noninstructional staff a reporting task that can reasonably be accomplished by that staff. [See BAA]

Education Code 11.164

The Commissioner of Education may authorize special accreditation investigations in response to repeated complaints concerning imposition of excessive paperwork requirements on classroom teachers. *Education Code 39.075(b-1)*

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LEGAL)

STAFF DEVELOPMENT	Staff development shall be predominantly campus-based, related to achieving campus performance objectives, and developed and approved by the campus-level committee [see BQB].
TRAINING SPECIFICS	<p>The staff development provided by the District must be conducted in accordance with standards developed by the District and designed to improve education in the District.</p> <p>The staff development may include:</p> <ol style="list-style-type: none">1. Training in technology, conflict resolution, and discipline strategies, including classroom management, District discipline policies, and the Student Code of Conduct;2. Training that relates to instruction of students with disabilities and is designed for educators who work primarily outside the area of special education; and3. Instruction as to what is permissible under law, including opinions of the United States Supreme Court, regarding prayer in public school. <p><i>Education Code 21.451</i></p> <p>The District may use District-wide staff development that has been developed and approved through the District-level decision process. <i>Education Code 21.452(c)</i></p>
SPECIAL PROGRAMS TRAINING	A district that receives assistance under Title I shall provide high-quality professional development that will improve the teaching of the academic subjects, consistent with the state content standards, to enable all children to meet the state's student performance standards; and shall meet the requirements of federal law. <i>20 U.S.C. 6320(a), 7801(34)</i>
TITLE I STAFF DEVELOPMENT	
GIFTED AND TALENTED EDUCATION	<p>The District shall ensure that:</p> <ol style="list-style-type: none">1. Before assignment to the program for gifted students, teachers who provide instruction and services that are part of the program have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessment of student needs, and curriculum and instruction for gifted students.2. Teachers without the required training who provide instruction and services that are part of the gifted/talented program complete the 30-hour training requirement within one semester.3. Teachers who provide instruction and services that are part of a program for gifted students receive a minimum of six hours annually of professional development in gifted education.

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LEGAL)

4. Administrators and counselors who have authority for program decisions have a minimum of six hours of professional development that includes nature and needs of gifted/talented students and program options.

19 TAC 89.2

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

Directors, teachers, counselors, and supervisors who do not have valid Texas teacher certification must attend 12 clock hours of in-service professional development annually in addition to the 12 hours required above until they have completed either six clock hours of adult education college credit or attained two years of adult education experience. *19 TAC 89.25(a)(4)(B)*

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

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

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

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

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

1. Participate in the instruction;

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LEGAL)

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

Education Code 22.902

STEROIDS

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

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

Education Code 33.091(c-1)

RESOURCES FOR
STAFF DEVELOPMENT

If the District receives resources from the Commissioner's staff development account, it must pay to the Commissioner for deposit in the account an amount equal to one-half of the cost of the resources provided to the District. *Education Code 21.453*

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LOCAL)

The District shall provide a comprehensive system of professional development for all employees. To this end opportunities are provided to employees based on an assessment of their needs. Ultimately, the growth of the individual, the campus, and the entire organization results in improved student learning, which is the District's goal.

NEW TEACHER
ASSISTANCE
PROGRAM (NTAP)

Teachers new to teaching and experienced teachers new to the District shall participate in the year-long New Teacher Assistance Program (NTAP), which assists the teacher with District expectations, procedures, and programs.

TEACHER CAREER
CURRICULUM

A teacher career curriculum shall be provided for beginning teachers that starts with the second phase of the NTAP and proceeds through designated basic, intermediate, and advanced courses. All teachers may enter this progressive program.

STAFF DEVELOPMENT
NEEDS IDENTIFIED

Each year, the staff development needs of the District shall be identified and addressed in the campus improvement plans, the District improvement plan, and the work of the staff development advisory council. Staff development training hours may be considered through District or campus waivers submitted and approved by TEA.

The District may credit the teacher six hours of compensatory time toward other training hours as listed in the Education Code and Texas Administrative Code, or other professional training planned or sponsored by the District (staff development credit). These hours may be exchanged for three hours of designated campus compensatory time and/or three hours of designated District compensatory time.

ALLOCATION OF
FUNDS AND TIME

The District shall provide allocation of funds and time in the school calendar to implement the staff development activities. The Superintendent and other administrative staff shall be responsible for implementing the plans.

NONDUTY HOURS

The Board authorizes the administration to conduct work sessions during the summer in order to develop courses of study and teacher guides, and to plan staff development activities. Teachers selected to participate receive an hourly compensation as established by the District.

In addition, teachers may be remunerated for working after school hours or on Saturdays during the school year.

In some instances, teachers may be released to work on these projects during the regular teaching day. Under this condition, they are not eligible to receive an additional hourly compensation.

El Paso ISD
071902

PROFESSIONAL DEVELOPMENT
CONTINUING PROFESSIONAL EDUCATION

DMC
(LOCAL)

SUPERINTENDENT'S
APPROVAL

Professional personnel wishing to enroll in college-level courses during the contract term shall request approval from the Superintendent, who may limit the number of semester hours taken during the contract period. In granting or denying approval, the Superintendent shall consider the time and distance involved and the potential effect on the employee's performance of assigned duties.

El Paso ISD
071902

PROFESSIONAL DEVELOPMENT
CONTINUING PROFESSIONAL EDUCATION

DMC
(REGULATION)

Teachers enrolled in after-school classes at the University of Texas at El Paso may be excused from after-school activities so that they may be in attendance without being tardy.

El Paso ISD
071902

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LEGAL)

District employees may be permitted to attend meetings of professional organizations during a work day, with pay, if a direct school-related purpose will be accomplished. Such release time shall not be granted if the meetings are primarily to pursue the business of the organization. *Atty. Gen. Op. MW-89 (1979)*

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

MEETINGS,
CONFERENCES, AND
WORKSHOPS

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

When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend provided that the employee complies with the employee and student travel guidelines. No salary deduction or loss of leave shall occur when attendance is recommended or required.

The Superintendent may grant additional absences to employees for attendance at meetings, conferences, and workshops that benefit the District and its operations.

RELEASE TIME

Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in improving the instructional program.

Any employee planning to be absent from duty on one of these trips must comply with the employee and student travel guidelines. The travel request must include a clear and concise explanation substantiating the business purpose and expenditures for the trip. [See DEC(REGULATION)]

School employees are expected to travel the most direct route to and from the meeting, and no off-duty time other than for travel and attendance will be allowed except in cases where there is a financial benefit for the District.

Up to five school days of release time will be allowed for any one trip. Additional time, with prior approval, may be allowed by charging this time to earned vacation/nonduty days when applicable.

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(REGULATION)

TRIP AUTHORIZATION
REQUESTS

At least one week in advance of an anticipated professional or school business-related trip, a trip request must be filed by an employee who plans to be absent from duty on a trip, with or without loss of pay.

The trip request form may be secured from the office of the principal or department head and must be approved by the principal or department head and the office of the Superintendent before the absence occurs.

APPROVAL

In addition to the principal or department head, the following approvals are required:

1. Principals and assistant principals -- approval of the appropriate principal leader or associate superintendent.
2. Coaches of athletics -- approval of director of athletics.
3. Instrumental and vocal music instructors -- approval of director for fine arts.
4. Special education personnel -- approval of executive director for special education.
5. Vocational education personnel -- approval of executive director for vocational education.

PERFORMANCE APPRAISAL

DN
(LOCAL)

GENERAL PRINCIPLES	This policy applies only to District employees other than teachers, administrators, and other full-time certified professional employees. [See DNA and DNB(REGULATION)] All District employees covered by this policy shall be annually appraised in the performance of their duties in accordance with administrative regulations established by the Superintendent.
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 REVIEWS	Evaluation and appraisal ratings shall be based on the evaluation instrument and cumulative performance data gathered by supervisors throughout the year. Each employee shall have at least one evaluative conference annually to discuss the written evaluation and may have as many conferences about performance of duties as the supervisor deems necessary.
DOCUMENTATION AND RECORDS	Appraisal records and forms, reports, correspondence, and memoranda may be placed in each employee's personnel records to document performance. All records that support appraisal ratings shall be maintained for at least two years. Official appraisal records shall be maintained throughout a person's employment with the District and for two years after an employee ceases to be employed with the District.
EMPLOYEE COPY	All employees shall receive a copy of their annual written evaluation.
COMPLAINTS	Employees may present complaints regarding the evaluation and appraisal process in accordance with the District's complaint policy for employees. [See DGBA(LEGAL) and (LOCAL)]

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LOCAL)

PROFESSIONAL
DEVELOPMENT AND
APPRAISAL SYSTEM
(PDAS)

The appraisal of District teachers shall be in accordance with the Professional Development and Appraisal System (PDAS), on an annual basis, in accordance with legal requirements.

LESS-THAN-
ANNUAL
EVALUATIONS

However, District teachers who are employed under continuing contracts and meet the statutory criteria for less-than-annual appraisals [see DNA(LEGAL)] shall be evaluated every third year.

OBSERVATIONS
AND WALK-
THROUGH
OBSERVATIONS

An exemption from evaluation does not restrict a principal or other administrator from observing the teacher's performance or conducting walk-through observations of the teachers classes.

LENGTH OF
WAIVERS

Teachers who meet the identified criteria as listed under "LESS-THAN-ANNUAL EVALUATIONS" shall be eligible for a two-year appraisal waiver and shall have a PDAS appraisal at least once during each three-year period.

REINSTATEMENT
OF PDAS
APPRAISAL

During any school year when a complete Professional Development and Appraisal System (PDAS) is not scheduled for a teacher on a less-than-annual appraisal schedule, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party. [See DNA(REGULATION)]

APPRAISAL
CALENDAR

The District shall establish an appraisal calendar each year.

SCHEDULE
LIMITATIONS

In addition to those days on which observations are prohibited by law [see DNA(LEGAL)], the District shall not schedule observations on the day before and the day after a school holiday, days scheduled for end-of-semester or end-of-year examinations, or days scheduled for state-mandated assessments or other standardized tests.

OBSERVATIONS

Formal observations of teachers using the PDAS shall be scheduled. The appraiser shall notify the teacher of a five-working-day window during which the formal observation will be conducted and shall give 24 hours' notice prior to the observation itself. This also applies to second observations requested by teachers who disagree with the annual written observation report.

If both the appraiser and the teacher have agreed to the segmented 45-minute observation, then the appraiser shall notify the teacher of a five-working-day window during which the first formal observation will be conducted and shall give 24 hours' notice prior to the first observation segment. An additional observation(s) segment(s) shall be scheduled by mutual consent or an additional five-working-day window will again be provided along with another 24 hours' notice, as was previously provided prior to the first observation.

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LOCAL)

ALTERNATE
APPRAISERS

The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.

SECOND
OBSERVATION
APPRAISER

Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.

SCORES

The Superintendent or designee shall establish procedures regarding how domain scores from first and second appraisals will be used.

GRIEVANCES

Complaints regarding teacher appraisals shall be addressed in accordance with DGBA(LOCAL).

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(REGULATION)

APPRAISAL TRACKING
PROCEDURES

See DN(REGULATION) for text on TRACKING PROCEDURES used by Human Resources to ensure appraisal summaries for employees are completed on a timely basis.

GENERAL
PROCEDURES

General procedures for teacher appraisals are as follows:

1. Prior to the first appraisal, each teacher will receive a copy of the Professional Development and Appraisal System (PDAS) orientation manual, the appraisal calendar, and staff development training concerning the appraisal system.
2. Each teacher in a teaching position as well as the nondegreed vocational teacher, JROTC instructor, and librarian will be appraised using the PDAS.
3. The principal will be the primary appraiser for all teachers who are first-year probationary contract teachers; all continuing contract teachers in danger of being recommended for return to probationary contract status; and any teacher who has a professional growth or intervention plan in place prior to the beginning of the appraisal period. The principal may designate an assistant principal to be the primary appraiser for any of the other teachers on the campus. The principal will inform each teacher in writing prior to the beginning of the appraisal period as to the person who has been designated as the primary appraiser.

Human Resources will determine who will be the primary appraiser for the itinerant teachers. The itinerant teacher will be notified, in writing, by Human Resources as to who has been designated as the primary appraiser prior to any formal observations. Principals from campuses served by itinerant teachers will be given an opportunity to give written input to the primary appraiser.

4. Additional documentation, such as a walk-through, will be required to rate a teacher "unsatisfactory" in a domain on the observation summary report of the PDAS.
5. The primary appraiser or the teacher may request a second observation by another appraiser. The other appraiser may be a principal, an assistant principal, a manager of the student activities at the middle school campus, an instructional facilitator, or a central administrator. The "other appraiser" will be chosen by the teacher's primary appraiser from the list of appraisers approved by the Board. A requested observation by a second appraiser is to be conducted as soon as possible after the end of the appraisal period if there is not sufficient time

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(REGULATION)

for the observation to be completed during the appraisal period.

6. If a teacher requests an observation by a second appraiser, the two appraisers' scores will be averaged together, recorded on the appraisal record, and will constitute the teacher's score for that appraisal period.
7. The results of the appraisal of teachers shall be used for professional staff development purposes and shall be used as one component for contract considerations for term contract personnel where relevant, and may be used as a component for contract considerations for other personnel where relevant.
8. Teachers employed during the third six-week period of either semester shall not be appraised until the next full semester.

OBSERVATIONS,
APPRAISALS, AND
CONFERENCES

Any written communications may be placed in a teacher's permanent personnel file by the immediate supervisor or by the teacher. The intention to file a document in the permanent personnel file must be stated on the document and signed by both parties. If either party refuses to sign the document, the document can be filed in the permanent personnel file with a statement indicating the refusal to sign.

OBSERVATION
REPORTS AND
APPRAISAL RECORD

The observation reports and the appraisal record shall be completed in accordance with the following:

1. The teacher's supervisor will observe all teachers new to the District and all teachers who are in "need of assistance" as outlined in DNA(LEGAL).
2. A copy of the appraisal record, signed and dated by both appraisers and teacher, must be submitted to Human Resources for placement in the teacher's personnel file at the end of the school year.

REINSTATEMENT OF
PDAS APPRAISAL

For teachers on an appraisal waiver, the principal or appraiser may reinstate a complete PDAS appraisal by filling out the PDAS appraisal reinstatement notice and presenting the completed form to the teacher in a formal conference. This will be based on a minimum of two walk-through observations and conferences. No complete PDAS appraisal will be started after March 1.

In the event that the principal or appraiser has concerns about a teacher's performance after March 1, the teacher shall be notified on the PDAS appraisal reinstatement notice form and the complete PDAS appraisal shall be in effect for the following school year. Upon making this decision, the principal or appraiser shall continue

to make regular walk-through observations (including documentation and conferencing), provide assistance, and initiate an intervention plan, if necessary. A teacher who requests reinstatement of the complete PDAS appraisal must do so by November 1.

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(LEGAL)

FREQUENCY	<p>The employment policies adopted by the Board must require a written evaluation at annual or more frequent intervals of each superintendent, principal, supervisor, counselor, or other full-time, certified professional employee, and nurse. <i>Education Code 21.203(a)</i></p>
ADMINISTRATOR APPRAISAL	<p>The District shall appraise each administrator annually using either:</p> <ol style="list-style-type: none">1. The Commissioner's recommended appraisal process and performance criteria; or2. An appraisal process and performance criteria developed by the District in consultation with the District- and campus-level committees and adopted by the Board. <p>District funds may not be used to pay an administrator who has not been appraised in the preceding 15 months.</p> <p><i>Education Code 21.354(c), (d)</i></p>
PRINCIPALS	<p>The information in the annual report describing the educational performance of each campus [see BQB] shall be a primary consideration of the Superintendent in evaluating campus principals. In addition, the appraisal of a principal shall include consideration of the academic excellence indicators and the campus's objectives, including performance gains of the campus and the maintenance of those gains. <i>Education Code 21.354(e), 39.054(3)(D)</i></p>
COUNSELORS	<p>The Commissioner shall develop and periodically update an evaluation form for use by districts in evaluating school counselors. <i>Education Code 21.355</i></p>
CONFIDENTIALITY OF EVALUATION	<p>A document evaluating the performance of an administrator is confidential. <i>Education Code 21.355</i></p>
APPRAISAL PROCEDURES	<p>The following procedures for administrator appraisal are minimum requirements.</p> <p>The District shall establish an annual calendar providing for the following activities, which shall involve both the administrator and the appraiser:</p> <ol style="list-style-type: none">1. Procedures for setting goals that define expectations and set priorities for the administrator being appraised.2. Formative conference.3. Summative conference. <p><i>19 TAC 150.1022(a)</i></p>

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(LEGAL)

APPRAISAL
INSTRUMENT AND
PROCESS

The District shall involve appropriate administrators in developing, selecting, or revising the appraisal instruments and process.

Before conducting appraisals, an appraiser shall provide evidence of training in appropriate personnel evaluation skills related to the locally established criteria and process.

The District may implement a process for collecting staff input for evaluating administrators. If the District implements such a process, the input must not be anonymous.

The appraisal of a principal shall include a student performance domain. The District may, with Board approval, select the Commissioner-recommended student performance domain for principals or may develop an alternative governed by the process outlined in Education Code 21.354. [See ADMINISTRATOR APPRAISAL, above]

DOMAINS

The domains and descriptors used to evaluate each administrator may include the following:

1. Instructional management.
2. School or organization morale.
3. School or organization improvement.
4. Personnel management.
5. Management of administrative, fiscal, and facilities functions.
6. Student management.
7. School or community relations.
8. Professional growth and development.
9. Academic excellence indicators and campus performance objectives.

In developing appraisal instruments, the District shall use the local job description, as applicable.

19 TAC 150.1021, 150.1022

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(LOCAL)

EMPLOYMENT
DECISIONS

When relevant to the decision, written evaluations of any professional employee's performance, as documented to date, and any other information the administration determines to be appropriate, shall be considered in decisions affecting contract status. The administration's criteria for determining the appropriateness of other information to be considered shall be consistently applied.

EXCEPTION

The Board is not required to consider written evaluations and other evaluative information prior to a decision to terminate a probationary contract at the end of the contract term.

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(REGULATION)

GENERAL GUIDELINES
ON EMPLOYEE
APPRAISAL

See DN(REGULATION) for provisions regarding GENERAL RESPONSIBILITIES of supervisors and evaluators and for text on TRACKING PROCEDURES used by Human Resources to ensure appraisal summaries for all employees are completed on a timely basis.

EVALUATION OF
ADMINISTRATIVE /
PROFESSIONAL
STAFF

Evaluation procedures for administrative/professional staff are as follows:

1. Appraisal instruments for principals, special campus administrators, and unit administrators from director level and above, will be submitted no later than the last working day in January. The final appraisal records and all pertinent documentation for administrative or professional support personnel who hold term contracts and who are being considered for nonrenewal shall be submitted to the associate superintendent for human resources no later than the last day of January.
 - a. The immediate supervisor shall prepare the written evaluation utilizing performance objectives and job descriptions as prescribed by the Superintendent.
 - b. The immediate supervisor shall conduct at least one formative and summative conference each year. Goal setting and a written individual plan for growth shall be established during the formative conference. The formative conference shall be held no later than the last working day in June and the summative conference shall be held in January.
 - c. The evaluation shall be written on the appropriate administrative form. This annual evaluation report shall become a part of the individual's permanent personnel file.
2. Appraisal instruments for all administrators/professionals who are not principals, special campus administrators, and unit administrators, director level and above, shall be submitted no later than the last working day in June. The final appraisal records and all pertinent documentation for administrative or professional support personnel who hold term contracts and who are being considered for nonrenewal shall be submitted to the associate superintendent for human resources no later than the last day in January.
 - a. The immediate supervisor shall prepare the written evaluation utilizing performance objectives and job descriptions as prescribed by the Superintendent.

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(REGULATION)

- b. The immediate supervisor shall conduct at least one formative and summative conference each year. Goal setting and written individual plan for growth shall be established during the formative conference. The formative conference shall be held no later than the last working day in January, and the summative conference shall be held no later than the last working day in June.
- c. The evaluation shall be written on the appropriate administrative form. This annual evaluation report shall become a part of the individual's permanent personnel file.

COACHES'
EVALUATIONS

- 3. The coaches' evaluation procedures are as follows:
 - a. The athletic director, after consultation with the principal, will submit an evaluation for the head coach of each sport on the approved District form as soon as possible after the season is completed but no later than the end of the school year.
 - b. The athletic director, after consultation with the principal and the head coach, will submit an evaluation for the assistant coaches of each sport on the approved District form as soon as possible after the season is completed but no later than the end of the school year.
 - c. A coach may request and will be granted a conference with the head coach, principal, and/or athletic director, or the person responsible for the preparation of his or her evaluation to discuss the contents of the written evaluation.

PERSONNEL POSITIONS

DP
(LEGAL)

PRINCIPAL
QUALIFICATIONS

The Board, by local policy, shall adopt qualifications for principals. *Education Code 11.202(c)*

CERTIFICATION

To be eligible to receive a Standard Principal Certificate, an individual must:

1. Successfully complete the educator assessments required under 19 TAC 230.5.
2. Hold a master's degree from an accredited institution of higher education.
3. Have two years of creditable teaching experience as a classroom teacher, as defined by 19 TAC Chapter 230, Subchapter Y.

19 TAC 241.25

DUTIES

The principal shall be the instructional leader of the school and shall be provided with adequate training and personnel assistance to assume that role. *Education Code 11.202(a)*

The principal shall:

1. Approve all teacher and staff appointments for the campus. [See DK]
2. Set specific education objectives for the campus, through the planning process.
3. Develop budgets for the campus.
4. Assume administrative responsibility and instructional leadership, under the supervision of the Superintendent, for discipline at the campus.
5. Assign, evaluate, and promote all personnel assigned to the campus.
6. Recommend to the Superintendent the termination, suspension, or nonrenewal of an employee assigned to the campus.
7. Perform any other duties assigned by the Superintendent pursuant to Board policy.
8. Regularly consult with the campus-level committee in the planning, operation, supervision, and evaluation of the campus educational program. [See BQ series]
9. Each school year, with the assistance of the campus-level committee, develop, review, and revise the campus improvement plan. [See BQ]

PERSONNEL POSITIONS

DP
(LEGAL)

10. Report the maximum attendance for the school to the Superintendent for the purpose of textbook requisitions. [See CMD]
11. (For high school principals only) Serve, or appoint someone to serve, as deputy registrar for the county in which the school is located. *Election Code 13.046*

Education Code 11.202(b), 11.253(c), (h), 31.103(a) [See also DMA]

PERSONNEL POSITIONS

DP
(LOCAL)

The qualifications, job goals, and duties of elementary, middle, and high school principals shall be as described below.

ELEMENTARY
SCHOOL PRINCIPAL
QUALIFICATIONS

The elementary school principal shall have the following qualifications:

1. Master's degree;
2. Valid Texas midmanagement, administrative, or principal's certificate;
3. Three years of related administrative experience in education to include at least two years assistant principal experience (for a person who has not previously served as a principal);
4. Leadership ability in working with teachers and students in instructional and managerial administration;
5. Working knowledge of curriculum and instruction;
6. The ability to evaluate instructional program and teaching effectiveness;
7. The ability to manage budget and personnel and coordinate campus functions;
8. The ability to explain policy, procedures, and data;
9. Strong communications, public relations, and interpersonal skills;
10. Three years' experience as a classroom teacher, preferably at the elementary school level; and
11. Other qualifications deemed necessary by the Board.

JOB GOAL

The elementary school principal's job goal shall be to provide effective administration and discipline in the implementation, maintenance, and improvement of the instructional program.

DUTIES

The elementary school principal shall:

INSTRUCTIONAL
MANAGEMENT

1. Maintain the organization and management of the school program.
2. Provide leadership for the instructional growth of teachers by supervising instruction through classroom observation and teacher conferences.
3. Prepare a master schedule that is in compliance with accreditation standards and other applicable guidelines.
4. Promote a guidance and counseling program that will furnish the assistance appropriate to meet identified needs of schools, parents, teachers, and students.

PERSONNEL POSITIONS

DP
(LOCAL)

5. Act as the chairperson of the ARD committee or designate an administratively qualified representative who is professionally qualified to facilitate the committee work.
6. Supervise the administration of state-mandated or District-wide testing programs and evaluate the results to determine weaknesses and strengths in the school instructional programs and curriculum.
- SCHOOL / ORGANIZATIONAL CLIMATE
7. Establish and maintain communication with personnel and students to foster a productive school climate.
8. Inform the appropriate division superintendent for schools promptly of all cases of extreme danger or disaster where it would be necessary to set aside any Board policy.
- SCHOOL / ORGANIZATIONAL IMPROVEMENT
9. Assist in establishing and clarifying the short-range and long-range goals that are educationally sound and administratively feasible.
10. Utilize District and community resources in developing the most effective educational program.
- PERSONNEL MANAGEMENT
11. Determine staff assignments according to campus needs.
12. Interview, select, and orient new staff and approve assignment of campus personnel. [See DC, DK]
13. Supervise and coordinate the activities of the school staff.
14. Identify those aspects of the teacher's instructional program in need of improvement and suggest alternative avenues of improvement.
15. Maintain adequate and accurate documentation upon which recommendations for job termination are based.
16. Evaluate teachers, assistant principals, counselors, nurses, at-risk coordinators, and non-certified staff. [See DN series]
17. Make recommendations relative to personnel placement, transfer, retention, promotion, nonrenewal, and dismissal. [See DK]
18. Involve campus staff in the planning of staff development activities. [See DMA and BQ series]
- ADMINISTRATION AND FISCAL / FACILITIES MANAGEMENT
19. Assume responsibility for implementing TEA's requirements and the Board's policies and directives.
20. Manage facility functions effectively.

PERSONNEL POSITIONS

DP
(LOCAL)

21. Prepare and submit the school budget and monitor allocations and expenditures of funds according to administrative policies.
22. Submit annual inventories of supplies and equipment and requisitions for any supplies and equipment needed for the next school year.
23. Establish and maintain an accurate account system for all textbooks issued to the staff and students.
24. Inform the Superintendent regarding conditions and needs of the instructional program, personnel matters, student accomplishments, and concerns through the established organizational channels.
25. Maintain accurate records and make such reports as required by TEA or as requested by the Superintendent or Board.
26. Assume responsibility for the proper maintenance of the campus financial accounts in accordance with administrative policies. These accounts include, but are not limited to, receipts, disbursements, donations, and fund-raising activities.
- STUDENT MANAGEMENT
27. Function as the attendance officer of the school.
28. Develop, promote, and/or communicate a student management system that results in positive student behavior.
29. Provide for the close supervision of extracurricular activities.
- PROFESSIONAL GROWTH AND DEVELOPMENT
30. Promote professional growth that meets the needs of professional and auxiliary personnel.
31. Improve leadership skills through professional development activities.
- ADDITIONAL RESPONSIBILITIES
32. Support established District goals.
33. Communicate the educational efforts and successes to the community.
34. Oversee committees of special education, gifted and talented, discipline, LPAC, CIT, and communications.
35. Coordinate adult-related programs.
36. Perform other duties as assigned by the appropriate division superintendent for schools or Superintendent.

PERSONNEL POSITIONS

DP
(LOCAL)

MIDDLE SCHOOL
PRINCIPAL
QUALIFICATIONS

The middle school principal shall have the following qualifications:

1. Master's degree;
2. Valid Texas midmanagement, administrative, or principal's certificate;
3. Three years of related administrative experience in education to include at least two years assistant principal experience (for a person who has not previously served as a principal);
4. Leadership ability in working with teachers and students in instructional and managerial administration;
5. Working knowledge of curriculum and instruction;
6. The ability to evaluate instructional program and teaching effectiveness;
7. The ability to manage budget and personnel and coordinate campus functions;
8. The ability to explain policy, procedures, and data;
9. Strong communications, public relations, and interpersonal skills;
10. Three years' experience as a classroom teacher, preferably at the middle school level; and
11. Other qualifications deemed necessary by the Board.

JOB GOAL

The middle school principal's job goal shall be to provide effective administration and discipline in the implementation, maintenance, and improvement of the instructional program.

DUTIES

The middle school principal shall:

INSTRUCTIONAL
MANAGEMENT

1. Assume responsibilities for the planning, operations, supervision, and evaluation of the educational program of the school.
2. Maintain the organization and management of the school program.
3. Provide leadership for the instructional growth of teachers by supervising instruction through classroom observation and teacher conferences.
4. Prepare a master schedule that is in compliance with accreditation standards and other applicable guidelines.
5. Act as the chairperson of the ARD committee, or designate an administratively qualified representative who is professionally qualified to facilitate the committee work.

PERSONNEL POSITIONS

DP
(LOCAL)

- | | | |
|-------------------------------------|-----|---|
| | 6. | Supervise the administration of state-mandated or District-wide testing programs and evaluate the results to instructional programs and curriculum. |
| SCHOOL / ORGANIZATIONAL CLIMATE | 7. | Promote a guidance and counseling program that will furnish the assistance appropriate to meet identified needs of schools, parents, teachers, and students. |
| | 8. | Provide leadership in the implementation of the middle school philosophy. |
| SCHOOL / ORGANIZATIONAL IMPROVEMENT | 9. | Establish and maintain communication with personnel and students to foster a productive school climate. |
| | 10. | Inform the appropriate division superintendent for schools promptly of all cases of extreme danger or disaster where it would be necessary to set aside any Board policy. |
| | 11. | Assist in establishing and clarifying the short-range and long-range goals that are educationally sound and administratively feasible. |
| | 12. | Utilize all resources of the District and the community in developing the most effective educational program. |
| | 13. | Determine staff assignments according to campus needs. |
| | 14. | Supervise and coordinate the activities of the school staff. |
| | 15. | Identify those aspects of the teacher's classroom instructional program in need of improvement and suggest alternative avenues of improvement. |
| PERSONNEL MANAGEMENT | 16. | Maintain adequate and accurate documentation upon which recommendations for retention and/or placement are based. |
| | 17. | Interview, select, and orient new staff and approve assignment of campus personnel. [See DC, DK] |
| | 18. | Evaluate instructors, assistant principals, counselors, nurses, at-risk coordinators, and student activities managers. [See DN series] |
| | 19. | Make recommendations relative to personnel placement, transfer, retention, promotion, nonrenewal, and dismissal. [See DK] |
| | 20. | Involve campus staff in the planning of staff development activities. [See DMA and BQ series] |
| | 21. | Assume responsibility for implementing the policies and directives of the Board and TEA. |

PERSONNEL POSITIONS

DP
(LOCAL)

ADMINISTRATION
AND FISCAL /
FACILITIES
MANAGEMENT

22. Make regular and thorough inspections of the school property and direct the assignment of classified personnel within the school.
23. Prepare and submit the school budget and monitor allocations and expenditures of funds according to the administrative policies.
24. Submit annual inventories of supplies and equipment and requisitions for any supplies and equipment needed for the next school year.
25. Establish and maintain an accurate accounting system for all textbooks issued to the staff and students.
26. Keep the Superintendent informed of school conditions and needs, personnel matters, student accomplishments, and concerns through the established organizational channels.
27. Maintain accurate records and make such reports as required by TEA or as requested by the Superintendent or Board.
28. Assume responsibility for the proper maintenance of the campus financial accounts in accordance with administrative policies. These accounts include, but are not limited to, receipts, disbursements, donations, and fund-raising activities.

STUDENT
MANAGEMENT

29. Function as the attendance officer of the school.
30. Establish and maintain a standard of conduct that is supportive of the middle school instructional program.
31. Provide for the close supervision of extracurricular activities.

SCHOOL /
COMMUNITY
RELATIONS

32. Establish and maintain favorable relationships with parents, local community groups, and individuals to foster understanding of and solicit support for over-all school objectives and programs.

PROFESSIONAL
GROWTH AND
DEVELOPMENT

33. Promote the professional growth of the staff by presenting professional development programs that meet the individual and group needs of professional and auxiliary personnel.
34. Attend professional development activities as directed.
35. Promote professional improvement through activities approved by the Board.

ADDITIONAL
RESPONSIBILITIES

36. Oversee the athletic and fine arts programs on campus.

PERSONNEL POSITIONS

DP
(LOCAL)

37. Coordinate school involvement in terms of curriculum, counseling services, and support areas to maintain the success of District-established objectives.
38. Communicate the educational efforts and successes to the scholastic community.
39. Manage the disciplinary functions to maintain an optimal level of learning within the school.
40. Perform other duties as assigned by the appropriate division superintendent for schools or Superintendent.

PERSONNEL POSITIONS

DP
(LOCAL)

HIGH SCHOOL
PRINCIPAL
QUALIFICATIONS

The high school principal shall have the following qualifications:

1. Master's degree;
2. Valid Texas midmanagement, administrative, or principal's certificate;
3. Three years of related administrative experience in education to include at least two years assistant principal experience (for a person who has not previously served as a principal);
4. Leadership ability in working with teachers and students in instructional and managerial administration;
5. Working knowledge of curriculum and instruction;
6. The ability to evaluate instructional program and teaching effectiveness;
7. The ability to manage budget and personnel and coordinate campus functions;
8. The ability to explain policy, procedures, and data;
9. Strong communications, public relations, and interpersonal skills;
10. Three years' experience as a classroom teacher preferably at the high school level; and
11. Other qualifications deemed necessary by the Board.

JOB GOAL

The high school principal's job goal shall be to provide effective administration and discipline in the implementation, maintenance, and improvement of the instructional program.

DUTIES

The high school principal's duties shall be to:

INSTRUCTIONAL
MANAGEMENT

1. Assume responsibilities for the planning, operation, supervision, and evaluation of the educational program of the school.
2. Maintain the organization and management of the school program.
3. Provide leadership for the instructional growth of teachers by supervising instruction through classroom observation and teacher conferences.
4. Prepare a master schedule that is in compliance with accreditation standards and other applicable guidelines.
5. Act as the chairperson of the ARD committee or designate an administratively qualified representative who is professionally qualified to facilitate the committee work.

PERSONNEL POSITIONS

DP
(LOCAL)

6. Promote a guidance and counseling program that will furnish the assistance appropriate to meet identified needs of schools, parents, teachers, and students.
7. Supervise the administration of state-mandated or District-wide testing programs and evaluate the results to determine weaknesses and strengths in the school instructional programs and curriculum.
- SCHOOL / ORGANIZATIONAL CLIMATE
8. Establish and maintain communication with personnel and students to foster a productive school climate.
9. Inform the appropriate division superintendent for schools promptly of all cases of extreme danger or disaster where it would be necessary to set aside any Board rules and regulations.
- SCHOOL / ORGANIZATIONAL IMPROVEMENT
10. Assist in establishing and clarifying the short-range and long-range goals that are educationally sound and administratively feasible.
11. Utilize all resources of the District and the community in developing the most effective educational program.
12. Supervise and coordinate the activities of the school staff.
13. Identify those aspects of the teacher's classroom instructional program in need of improvement and suggest alternative avenues of improvement.
- PERSONNEL MANAGEMENT
14. Maintain adequate and accurate documentation upon which recommendations for retention or placement are based.
15. Interview, select, and orient new staff and approve assignment of campus personnel. [See DC, DK]
16. Define expectations for staff performance regarding instructional strategies, classroom management, and communication with the public.
17. Observe employee performance, record observations, and conduct evaluation conferences with all staff. [See DN series]
18. Make recommendations relative to personnel placement, transfer, retention, promotion, nonrenewal, and dismissal. [See DK]
19. Confer with subordinates regarding their professional growth; work jointly with them to develop and accomplish improvement goals. [See DN series]

PERSONNEL POSITIONS

DP
(LOCAL)

- 20. Involve campus staff in the planning of staff development activities. [See DMA and BQ series]
- 21. Evaluate instructors, assistant principals, counselors, nurses, at-risk coordinators, and student activities managers. [See DN series]
- ADMINISTRATION AND FISCAL / FACILITIES MANAGEMENT
 - 22. Assume responsibility for implementing the policies and directives of the Board and TEA.
 - 23. Make regular and thorough inspections of the school property and direct the assignment of classified personnel within the school.
 - 24. Prepare and submit the school budget and monitor allocations and expenditures of funds according to administrative policies.
 - 25. Submit annual inventories of supplies and equipment and requisitions for any supplies and equipment needed for the next school year.
 - 26. Establish and maintain an accurate accounting system for all textbooks issued to the staff and students.
 - 27. Keep the Superintendent informed of school conditions and needs, personnel matters, student accomplishments, and concerns through the established organizational channels.
 - 28. Maintain accurate records and make such reports as required by TEA or as requested by the Superintendent or Board.
 - 29. Assume responsibility for the proper maintenance of the campus financial accounts in accordance with administrative policies. These accounts include, but are not limited to, receipts, disbursements, donations, and fund-raising activities.
- STUDENT MANAGEMENT
 - 30. Function as the attendance officer of the school.
 - 31. Establish and maintain a standard of conduct that is supportive of the instructional program.
 - 32. Provide for the close supervision of extracurricular activities.
- SCHOOL / COMMUNITY RELATIONS
 - 33. Establish and maintain favorable relationships with parents, local community groups, and individuals to foster understanding of and solicit support for overall school objectives and programs.
- PROFESSIONAL GROWTH AND DEVELOPMENT
 - 34. Promote the professional growth of the staff by presenting professional development programs that meet the individual and group needs of professional and auxiliary personnel.

PERSONNEL POSITIONS

DP
(LOCAL)

ADDITIONAL
RESPONSIBILITIES

35. Attend professional development activities as directed.
36. Promote professional improvement through activities approved by the Board.
37. Oversee the athletic and fine arts programs on campus.
38. Coordinate school involvement in terms of curriculum, counseling, services, and support areas to maintain the success of District-established objectives.
39. Communicate the educational efforts and successes to the scholastic community.
40. Manage the disciplinary functions to maintain an optimal level of learning within the school.
41. Perform other duties as assigned by the appropriate division superintendent for schools or Superintendent.

PERSONNEL POSITIONS
SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

DPB
(LEGAL)

PARENT
NOTIFICATION

If the District assigns an inappropriately certified or uncertified teacher [as defined in DBA(LEGAL)] to the same classroom for more than 30 consecutive instructional days during the same school year, it shall provide written notice of the assignment to the parents or guardians of students in that classroom.

The Superintendent shall provide the notice not later than the 30th instructional day after the date of the assignment of the inappropriately certified or uncertified teacher. The District shall make a good-faith effort to ensure that the notice is provided in a bilingual form to any parent or guardian whose primary language is not English. The District shall retain a copy of the notice and make information relating to teacher certification available to the public on request. [See also DBA(LEGAL)]

Education Code 21.057

PERSONNEL POSITIONS
SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

DPB
(LOCAL)

SUBSTITUTE TEACHERS	At the beginning of each school year, the Superintendent or a designee, in cooperation with principals, shall compile a list of qualified substitute teachers available for the school year. This list shall be approved by the Superintendent and distributed to all principals. The list shall indicate each individual's qualifications. Principals shall request and receive specific authorization from the Superintendent or designee before employing any substitute not on the approved list.
APPLICATION	Persons wishing to substitute teach in the District shall make application through usual channels. [See DC]
DOCUMENTATION	Approved substitutes shall have on file in the District: <ol style="list-style-type: none">1. The District's application form;2. A record of highest education attained, including high school diploma, GED certificate, or transcript for all college work, and/or Texas certificates; and3. An income tax withholding form.
QUALIFICATIONS	The District shall attempt to hire certified teachers as substitutes whenever possible; however, no person shall be employed as a substitute who does not have at least 60 college hours.
SELECTION	Principals shall give first consideration to the most qualified teachers on the approved substitute list and shall make an effort to place substitutes in their field of interest or the field in which they are best qualified.
PAY	The rates for substitute pay shall be set by the Board and recorded in Board minutes.
PERFORMANCE RESPONSIBILITIES	A substitute shall be subject to all duties of a regular classroom teacher.

PERSONNEL POSITIONS
SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

DPB
(REGULATION)

SUBSTITUTE
TEACHERS

Each applicant for substitute teaching shall complete the regular teacher application form and furnish one transcript of college work (if available) and five references. [See also DBB (LOCAL)]

Each substitute teacher shall be furnished a roster of schools showing the address, principal's name, and grades taught.

Substitute teachers are responsible for the following:

1. Being on duty the regular teaching day.
2. Making attendance reports as required by the individual school.
3. Attending faculty meetings if held on the day the substitute is on duty.
4. Grading work given during the day and preparing lesson plans for the following day.
5. Special assignments of teacher for whom he or she is substituting and/or assignments made by the principal.

Requests for substitute teachers are made by principals on the Code-A-Phone, which is under the supervision of the human resources department.