

*Arlington Independent  
School District*

**EMPLOYEE  
HANDBOOK**



*Professional and  
Paraprofessional*

*Revised: 6/06*

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# *I*

## *Introductory Material*

## **MESSAGE FROM THE SUPERINTENDENT**

Welcome to the Arlington Independent School District. It is my pleasure to introduce you to the rewarding opportunities within the AISD.

Working in our schools, you will be touching the lives of hundreds of students every day. We believe that students' successes can be directly traced to the enthusiastic, sincere, and dedicated staff in our schools.

Arlington ISD presents both an extraordinary challenge and an exciting opportunity to share your skills within an academic environment that fosters professional growth and development. Thank you for joining our team. Together, we will ensure that all of our children will have a bright future.

Dr. Mac Bernd, Superintendent  
Arlington Independent School District

## **INTRODUCTION TO HANDBOOK**

The purpose of this handbook is to provide AISD employees with a ready resource, which gathers together pertinent information of policy and procedure related to their work. This is done in belief that staff morale improves when everyone understands the relationship of his/her work to the total organization and knows of his/her own rights and responsibilities.

The AISD conducts one of the largest and most essential businesses in our city. It is responsible for the proper investment of many millions of dollars of public money and proper use of the talents of more than seven thousand employees to the end that the best possible education can be provided for the children of Arlington.

Every employee is part of the big team whose goal is good education for all of the children. All are trustees of an important public confidence and, as such, must be dedicated to doing the most efficient and effective job of which they are capable.

This handbook has been prepared to provide personnel with relevant information, policies, and patterns of practice. The handbook states policies as they exist at the time of publication. All policies are subject to change by the Board of Education.

It is essential that all school personnel be thoroughly acquainted with the handbook and refers to it frequently. Employees are urged to make suggestions for future improvement and revision.

### **PROFESSIONAL**

Professional shall be defined as a certified, contract, salaried employee of the District. "Professional", as used in this district and this handbook, includes teachers, counselors, librarians, nurses and administrators.

### **PARAPROFESSIONAL**

Paraprofessional shall be defined as a certified, non-contract, salaried employee of the District. "Paraprofessional", as used in this district and this handbook, includes secretaries, clerks, teaching assistants, clinic assistants, library assistants, and computer lab managers. Secretaries and clerks are exempt from certification as of December 1999.

## **SCHOOL DISTRICT HISTORY**

In 1878, just two years after Arlington was founded, the school bell rang for the first time. One teacher taught all the children in the first school, a two-story frame building located at the southeast corner of South and Mesquite streets. A wing was added to the building before 1902, and by then the faculty had grown from one to three teachers.

Recognized as an independent school district in 1903, Arlington named H. Tarpley as the first superintendent and elected Frank McKnight as the first president of the Board of Trustees.

Because a windstorm partially destroyed the original school, the 1903 term began on November 2 in what was known as the Reed Building, just east and across South Street from the original school. The teaching staff increased to six teachers including the principal, J.H. Johnson, and the instructional budget was \$1,730.

A new school, the South Side School, opened for the 1904-05 school term. The land had been purchased at a price of \$1,250, and the building cost \$11,200. The first graduating class from this school had five students, all girls. The next graduating class was in 1907 with only two students.

The first nine-month term was taught in 1909-10. The high school, still contained in the same building with the grade school, gained its first affiliation with the University of Texas by granting eight credits for graduation. By 1910, there were 12 graduates.

Electric lights were installed January 5, 1914, and electric heating in 1915. Beginning in 1915, teachers were required to have a minimum of two years teaching experience.

The grade school and high school were separated in 1921. Bonds amounting to \$100,000 were approved for the construction of a new high school. The site of the new building was just off Abram Street at Cooper and still stands today on the University of Texas at Arlington campus.

Traditionally, elementary schools are named for teachers. C.B. Berry was the first name chosen for an elementary school. Junior high schools are named for members of the Board of Trustees or administrators. Of the six high schools, four are named for Texas heroes, one for a former superintendent, and one for the city. Students are made aware of how their individual school was named and, when possible, namesakes participate in their school's activities.

The school district has grown from its one building staffed with six teachers and an instructional budget of \$1,730 to the present 72 campuses, one alternative elementary school, one alternative junior high, one alternative high school, including a school for at-risk students, an administration building with five annex buildings, a service center/warehouse complex and a state-of-the-art professional development center. The Arlington ISD is Arlington's largest employer with over 8,000 faculty, staff and auxiliary personnel.

## **OUR VISION**

Each campus will function as a child-centered learning environment where students take responsibility for their own learning, where teachers lecture less and direct learning more, where critical thinking skills will replace rote memorization as the primary objective, where students and teachers are encouraged to use their creative abilities, and where the goal is to prepare students for lifetime learning and productive citizenship. Decisions will be made in the classroom, the heart of the educational process.

## **OUR MISSION**

The purpose of the Arlington Independent School District is to serve the needs of each student by providing a quality and equitable opportunity for students to learn within a safe and supportive environment and to serve the public by continually improving the quality of our product through sound financial management and leadership dedicated to excellence.

## **OUR GOALS**

1. To continue to implement a school improvement planning process that embodies effective school and district characteristics.
2. To continue to show annual progress in student academic achievement while updating and improving District programs.
3. To implement the technology program of the District in an efficient and effective manner.
4. To continue and improve the public engagement process.
5. To address long-term facility needs.
6. To continue to give the taxpayers of the District good value for their money through an open budget process that relies on community input and discussion.

## **WE BELIEVE**

There is a moral and economic imperative for public education in a democratic society.

Our democracy is predicated on a diversity of racial and ethnic origins.

All people have inherent value and worth.

Every student can learn if presented the appropriate opportunity.

Students must be active participants in the learning process.

A quality and equitable education in a safe, orderly environment is the right of all students.

A student is the most important person in the school setting and all educational decisions should place the student first.

All students have a right to instruction by teachers who believe that everyone can learn.

Curriculum content and staffing patterns have a direct relationship to racial, ethnic, and gender identity development and ultimately to achievement.

High expectations yield positive self-esteem, acceptable behaviors and optimal performance.

A student-centered environment values uniqueness as a resource.

Student performance increases when strategic decisions are made at the site where teaching and learning take place.

The pursuit of life-long learning is the responsibility of all.

By expanding the capabilities of all individuals, organizational improvement should occur.

Students involved in extra-curricular activities generally perform better academically.

Student performance improves when parents are actively involved in the education of their children.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT**

**BOARD OF TRUSTEES**

**2006 – 2007**

**Sherri Wade**  
President

**Jim Ash**  
Vice President

**Michael Glaspie**  
Secretary

**Erich Ramsey**  
Assistant Secretary

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## *II*

### *Employee Practices*

## A. DISTRICT PROFESSIONAL EMPLOYMENT PRACTICES

Vacancy notices will be posted in the principal's office, faculty area of the school, at the central office, and AISD web page (www.aisd.net). The notice will include a basic description of the job, essential credentials, a listing of the filing dates, and the name of the person to contact for the interview.

Current eligible professional personnel seeking a different job assignment shall file an online application with complete college and certification credentials. After the screening process, the appropriate administrator will invite selected applicants for an interview. Prior to making a recommendation for employment, a thorough investigation shall be made of the applicant. Qualifications considered desirable are academic competence, success, and the personal qualities necessary for working in close association with students, parents, and the community.

### 1. TYPE OF CONTRACTS

- a. **Probationary contract:** A probationary contract will be issued to all beginning *professional employees*. After three (3) complete and continuous years, a term contract will be issued if service has been satisfactory. *AISD teachers who retire to rehire will be placed on a probationary contract for the first year. After satisfactory completion of the probationary contract they will be placed on term contracts.*
- b. **Term contract:** 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: certified central office personnel, campus principals, assistant principals, administrators, counselors, certified teachers; and other professional staff on pay grade 5 and above. {DCB (LOCAL)}
- c. **Continuing contract:** Continuing contracts will be limited to those teachers who are currently on continuing contracts and those teachers who were hired and have had continuous service with Arlington ISD prior to the 2003-04 school year. He/she will teach under that contract as long as performance is satisfactory.

Contracts are approved in the spring for current employees. Certified professional employees new to the district will receive contracts in September.

## 2. CERTIFICATION

All professional personnel shall hold valid Texas Certificates, out-of-state certification, or shall provide evidence of eligibility for certification ***and highly qualified status***. ***All teachers who are employed with probationary certificates must satisfy SBEC requirements for Standard certification for the position in which they are employed within the time allotted by AISD.***

***All Standard certifications must be renewed every five (5) years prior to expiration date. It is the responsibility of the Standard certificate holder to renew certificate through SBEC at [www.sbec.state.tx.us](http://www.sbec.state.tx.us) prior to expiration date.***

### B. DISTRICT PARAPROFESSIONAL HIRING PRACTICES

Vacancies for paraprofessional positions are posted, except for entry-level positions (teaching assistants). Notices will be posted in the principal's office, faculty area, workroom of the school and at other administrative offices. The notice will include a basic description of the job, essential qualifications, the closing date, and the name of the person to contact. Applications will be retained in the personnel department for one year.

Persons seeking paraprofessional employment shall file an online application with complete educational credentials (high school diploma, transcript or G.E.D ***and showing highly qualified status***.) Applicants will not be scheduled for an interview until required credentials are provided with the application. Prior to making recommendation for employment, a thorough investigation shall be made of the applicant including a criminal history check. In addition, ***teaching assistant*** applicants must master the academic skills of reading, writing and mathematics. Other qualifications considered desirable are; competence in skills, past training experiences, suitability for the position, and the personal qualities necessary for working in close association with students, teachers, administrators, and community.

When a job vacancy occurs, current applications will be considered and screened. Consideration will be given each applicant based on leadership potential, physical ability to perform the job, attendance record, and dependability, past evaluations, experience, and other criteria. Applicants are considered for teaching assistant positions according to the interest indicated on the online application. Applications are screened and the appropriate administrator(s) will interview selected applicants.

If a paraprofessional employee of the district wishes to apply for a posted position he/she must complete an online application.

## 1. NON-CONTRACTUAL

Paraprofessionals are non-contractual employees. Non-contractual personnel shall be employed by the superintendent or designee, who shall give notice to employee's salary and special condition of employment.

## 2. OVERTIME GUIDELINES

### a. *Overtime Compensation {DEA(LOCAL)}*

Overtime, as per the Fair Labor Standards Act, is compensated at time-and-one-half for hours worked over 40 hours per week. Overtime hours above an employee's normal work week but less than 40 hours, will be compensated at straight time. If an employee works overtime on one day and reports an absence (holiday, vacation or illness) on another day(s) during that same week, the overtime is compensated at straight time up to 40. If the total number of hours actually worked during that week (excluding any absences) exceeds 40 hours, the overtime is compensated at straight time up to 40 and at time-and-one-half for hours worked over 40. Employees must have prior approval from their immediate supervisor in order to work overtime. Employees must also have prior approval from their immediate supervisor in order to use the comp time accrued.

- b. Supervisors of nonexempt employees shall ensure an agreement or understanding with the employees regarding the form of compensation for overtime (pay or compensatory time) prior to the performance of the work occasioning the overtime duty. These agreements or understandings need not be in writing, but the supervisor shall maintain some record of them, such as a calendar notation, a memo to the file, or some similar indication that the employee was notified of the type of compensation to expect.

## 3. COMPENSATORY TIME

- a. Compensatory time earned by nonexempt employees may not accumulate beyond a maximum of 60 hours. {DEA (LOCAL)}
- b. Compensatory time shall be used within the duty year in which it is earned. Use of compensatory time may be at the employee's request or as determined by the employee's supervisor to protect the district's schedules and activities.

#### 4. Highly Qualified Paraprofessional Plan

- a. Purpose: To ensure that all paraprofessionals working in an instructional capacity in the district meet the Highly Qualified criteria as stated in the *No Child Left Behind Act of 2001*.
- b. Two Categories of Paraprofessionals
  1. Existing – Hired on or before January 8, 2002
  2. New – Hired after January 8, 2002
- c. Existing Paraprofessionals
  1. Instructional – must meet Highly Qualified criteria
  2. Clerical – exempt from Highly qualified criteria
  3. Must have “highly qualified” status by May, 2006.
  4. Meet with principal (or principal’s designee) to develop staff development plan
  5. Should register for all staff development on ERO
  6. Turn in documentation to Personnel
    - a. College transcripts(s) from approved institution of higher education
    - b. SD plan with
      - i. ERO transcript
      - ii. Signed exchange time form (Accepted until 01/01/04. ERO transcript required after 01/01/04.)
      - iii. Any staff development must have occurred after 01/08/2002
- d. New Paraprofessionals
  1. New to Title I campus  
Two days of training- Reading, Writing, Math, Boys Town  
*(in some cases, training may be required through Region XI which would consist of four days of training)*
  2. New to non-Title I campus  
**Refer to existing paraprofessional requirements**

## **5. DUTIES**

Duties of teaching assistants may vary according to the type of educational program. Job descriptions vary according to the specific position held by a paraprofessional and may vary from school to school. Job descriptions, which are on file in the office of the Director of Personnel Services, are reviewed and updated as needed.

### **C. DIVERSITY ACTION PLAN: EQUAL EMPLOYMENT OPPORTUNITY**

It has been and continues to be the policy of the Arlington Independent School District (AISD) as an "Equal Opportunity Employer", that all persons shall receive Equal Employment Opportunities in accordance with their job-related qualifications, without regard to race, creed, color, sex, disability, veteran status, religion, age or national origin. Equal Employment Opportunities include, but are not limited to recruitment, selection, placement, training, promotion, transfer, demotion, rate of pay, benefits, layoffs, terminations, social and recreational programs, and other conditions, obligations and benefits of employment. The Board of Trustees, the Superintendent and all persons associated with The Arlington Independent School District are committed to the spirit and letter of the District policy.

The objective of the Arlington Independent School District has always been to base employment decisions solely upon job-related criteria and requirements and an individual's related qualifications and abilities. The Arlington Independent School District is expanding its efforts to identify and to develop a broader range of applicant sources in its employment activities.

To achieve its objectives, the Arlington Independent School District has undertaken a Diversity Action Plan. As part of the plan, the Arlington Independent School District will continue to emphasize to applicants, employees, students, parents, the community and others, that opportunities in the Arlington Independent School District are made available on a nondiscriminatory basis.

Should any employee or other individual desire to review the Diversity Action Plan or have questions or problems relating to the Diversity Action Plan, that person is encouraged to discuss these matters with the Arlington Independent School District's Equal Employment Opportunity Coordinator.

## D. ASSIGNMENT

### 1. Professionals

- a. Teachers shall be assigned in areas or subjects for which they have completed an approved program of teacher education and certification ***and are highly qualified.***

Note: Certain exceptions are specified in TEA Bulletin 753, Guidelines for School Personnel: Certification, Allocations, and Records.

### b. Full-time Teachers

- (1.) Each full-time teacher engaged in the instruction of children will have at least one planning and preparation period of not less than 45 minutes within the seven-hour day.
- (2.) The district must provide full-time teachers with a duty-free lunch period of at least 30 minutes. (Exception: If necessary because of a personnel shortage, extreme economic conditions, or unavoidable or unforeseen circumstances, and in accordance with State Board rules, the District may require a teacher to supervise students during lunch no more than one day in any school week.)
- (3.) Itinerant teachers may be assigned duty at the home school, but not both schools.
- (4) ***Itinerant teachers will be allowed travel time between assignments.***

### c. Half-time Teachers

- (1.) No planning or preparation period or lunch period will be provided for a teacher who teaches one-half day.
- (2.) Secondary teachers
  - [a.] A half-time teacher may be assigned no more than three class periods, which must be consecutive.
  - [b.] A half-time teacher may be assigned two classes and a homeroom period, but may not have homeroom period assigned with three classes.
- (3.) Elementary teachers
  - [a.] A half-time teacher will not exceed an average of three and one-half hours of instruction time per day, per week.
  - [b.] Instructional or other duties may be assigned by the campus administrator to fulfill the number of hours of a half-time teacher.

### 2. Paraprofessionals

Paraprofessionals shall be assigned in areas for which they are ***highly qualified.*** ***AISD requires that all paraprofessionals attain highly qualified status.***

Note: Certain exceptions are specified in TEA Bulletin 753, Guidelines for School Personnel: Certification, Allocation, and Records.

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

3. Employee Work Schedules

The superintendent or designees shall determine the workweek and daily time schedules. Failure to observe the established schedule may constitute neglect of duties. Counselors work an eight and one-half hour day with a lunch break. Unless directed otherwise by the supervising administrator, the workday for teachers shall be seven and one-half hours. Such workday can be extended as directed by the supervising administrator for meetings, conferences, and other activities. DK (REGULATION)

Working hours for teachers, paraprofessionals and central office personnel:

	<u>School Hours</u>	<u>Teacher Hours</u>	<u>Clerical Hours/Lan Techs</u>
High Schools:	7:35 - 2:45	7:20 - 3:00	7:30 - 4:00
Jr. High Schools:	8:55 - 3:55	8:40 - 4:10	8:25 - 4:55
Elementary Schools:	8:20 - 3:20	8:05 - 3:35	7:50 - 4:20
Central Office:	8:00 - 4:30	Switchboard: 7:30 - 4:30	

The workday is designed subject to approval and assignment of the Board of Trustees.

4. Duties

All employees shall become familiar with the provisions of the Employee Handbook that constitutes an expression of the official policy for the guidance of all employees in their workplace in the Arlington ISD.

5. Faculty Meetings

Principals may call faculty meetings whenever they feel it would be in the best interest of their campus. These meetings may be held within the working day or beyond the normal working hours if needed. Faculty meetings may be scheduled or called with reasonable advance notice. Under normal circumstance, all professional employees will attend faculty meetings.

**E. EMPLOYEE WELFARE**

Physical Assaults or Threats to School Employees

In the event of physical assault *or threat*, the employee shall report cases of assault to the principal or supervisor immediately.

**F. DRUG FREE WORKPLACE**

1. Requirements

The District prohibits the unlawful distribution, possession, or use of illicit drugs and alcohol on school premises or as part of any of the District's activities.

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. {Board Policy DHE(LOCAL)}

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. Information on available rehabilitation or employee assistance programs and contacts shall be posted throughout the workplace.

Compliance with these requirements and prohibitions is mandatory and is a condition of employment. (This notice complies with notice requirements imposed by the federal Drug Free Schools and Communities Act amendments of 1989 [20 U.S.C. 3224a and 34 CFR 86.201])

2. Standards of Conduct

Employees will be given a copy of the Standards of Conduct regarding the unlawful possession of illicit drugs and alcohol. According to Board Policy DH(Local) prohibited substances are illegal drugs, misused prescription drugs, alcoholic beverages, inhalants, and any other intoxicant. The term "drug" includes the above substances. (This policy excludes prescription drugs when taken as directed by the employee's doctor.)

3. Disciplinary Sanctions

Disciplinary sanctions will be imposed on employees who violate the Drug Free Schools requirement.

These sanctions (consistent with local, state and federal law) will be up to and including termination of employment and referral for prosecution. A disciplinary sanction may include the completion of an appropriate rehabilitation program.

4. Conviction Notification

As a condition of employment in the District, each employee shall abide by the terms of the requirements and prohibitions set out in this statement and shall notify the District of a criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. [BOARD POLICY DIE(Local)]

## **G. 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 member 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.**

### ***STANDARD I: Professional Ethical Conduct, Practices, and Performance.***

1. The educator shall not knowingly engage in deceptive practices regarding official policies of the school district or educational institution.
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.
3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
4. The educator shall not use institutional or professional privileges for personal or partisan advantage.
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 student, parents, or other persons or organizations in recognition or appreciation of service.
6. The educator shall not falsify records, or direct or coerce others to do so.
7. The educator shall comply with state regulations, written local school board policies, and other applicable state and federal laws.
8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

### ***STANDARD II: Ethical Conduct Toward Professional Colleagues.***

1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.
3. The educator shall adhere to written local school board policies and state and

- federal laws regarding the hiring, evaluation, and dismissal of personnel.
4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
  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.
  6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
  7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC under this chapter.

***STANDARD III: Ethical Conduct Toward Students.***

1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
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.
3. The educator shall not deliberately or knowingly misrepresent facts regarding a student.
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, or sex, disability, national origin, religion, or family status.
5. The educator shall not engage in physical mistreatment of a student.
6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student.
7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any student, knowingly allow any student to consume alcohol or legal/unauthorized drugs in the presence of the educator.

**Adopted by the State Board Educator Certification, August 22, 2002.**

**H. EMPLOYEES STANDARD OF CONDUCT - LOCAL POLICY**

1. Conflicts of Interest (see Board Policy [DBD Local] book in your building or access on the internet.)
2. Tobacco, Alcohol and Drugs
  - a. The District prohibits the use of tobacco products by any person while on school premises or on other property under the jurisdiction of the District. "Property" includes District vehicles.
  - b. A copy of this policy, the purpose of which is to eliminate drug abuse from the workplace, shall be provided each employee at the beginning of each year or upon employment.

- c. Employees shall not unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:
    - (1.) Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
    - (2.) Alcohol or any alcoholic beverage.
    - (3.) Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
    - (4.) Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.
  - d. An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.
  - e. An employee who uses a drug authorized by a licensed physician through a prescription specifically for that employee’s use shall not be considered to have violated this policy.
3. An employee who is arrested for any felony or any offense 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.
  4. Moral turpitude includes but is not limited to:
    - a. Dishonesty, fraud, deceit, theft, misrepresentation;
    - b. Deliberate violence;
    - c. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
    - d. Felony possession, transfer, sale, distribution or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code; acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct if two or more acts are committed within any 12-month period; or
    - e. Acts constituting abuse under the Texas Family Code.
  5. The dress and grooming of District employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent.
  6. ***Employees shall communicate with others in a professional manner avoiding slang, slurs, and profanity.***
  7. Employee shall comply with the Standards of Conduct set out in this policy and with

any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violation of any policies, regulations, and guidelines may result in disciplinary action, including termination of employment. (DH Local)

## **J. SECURITY OF BUILDING**

The principal is in charge of building security as directed by Board Policy.

## **K. EMPLOYEE RECORDS**

The District shall maintain documents in support of data submitted to TEA for financial and sick leave purposes. The following documentation shall be readily available for professional and paraprofessional personnel:

1. credentials (certificate or license)
2. service record and any required attachments\*
3. evidence of educational attainment as required by State Board Policy
4. contract
5. oath of office
6. withholding tax Form W-4
7. federal I-9 form including drivers license and social security card
8. copies of the appraisal documentation
9. audit verification card (if previously audited)

All information contained in the personnel file of an employee shall be made available to that employee or the designated representative upon written request by the employee, except as otherwise required by law. Allow twenty-four hours for processing.

With regard to public access to information in personnel records, custodians of such records shall adhere to the requirements of the Texas Open Records Act.

**\*Updated service records available after end of year verification.**

All professional employees who have earned certificates or degrees of higher rank since the previous school year must file with the Personnel Department:

1. An official college transcript showing highest degree earned and date conferred.
2. Valid certificate of higher rank.
3. *In order to receive the stipend for a Masters or PhD for the current year, the official college transcript must be presented by September 1.*

**The District shall maintain current and complete personnel records of all employees. All records shall become the permanent property of the District and the State of Texas to be used for the proper maintenance of personnel records for the individual as required by law.**

**L. EMPLOYEE IDENTIFICATION NUMBER**

***Due to the concern of identity theft the District will assign each employee an Employee ID Number. This number will be used on District documents, and Social Security number will be used on federal and state documents.***

### ***III***

## ***Compensation and Benefits***

**IT IS THE RESPONSIBILITY OF EACH EMPLOYEE TO REPORT ALL ABSENCES FROM EMPLOYMENT ASSIGNMENT TO THE T.S.S.I, SUBSTITUTE CALLING SYSTEM AND TO SUPERVISORS.**

**THE SUPERVISORS MUST VERIFY ALL ABSENCES OF ALL EMPLOYEES.**

## LEAVES AND ABSENCES

### A. BOARD POLICY DEC (LEGAL)

1. **State Personal Leave**

A state minimum personal leave program consisting of five days per year personal leave, with no limit on accumulation and no restrictions on transfer among districts, shall be provided for school district employees. *Education Code 22.003(a)*

2. **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:

- a. Illness of the employee
- b. Illness of a member of employee's immediate family
- c. Family emergency
- d. Death in the employee's immediate family

3. **Local Personal Leave**

The District may provide additional personal leave beyond the state minimum personal leave program. 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)*

4. **Assault Leave**

In addition to all state and local 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 the 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% of the employee's weekly rate of pay. *Education Code 22.003(b)*

5. **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): Education Code 22.003(b), 21.409*

6. **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 C.F.R. 1604.10(b)*

7. **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.

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.

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.

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. *Education Code 21.409*

The educator returning to active duty after a leave of absence for temporary disability shall be 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. *Atty. Gen. Op. DM-177 (1992)*

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. *Atty. Gen. Op. H-352(1974); Education Code 21.409.* Board policy DEC (Local) establishes the maximum length for temporary disability at 180 days.

8. **Military Leave: Short-Term**

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

*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*

*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©*

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

*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.*

9. **Military Leave: Medium-Term**

Medium term military leave should include the 15 days allotted by law and should use any personal days that the employee might have; and then, depending on time of year, either termination per 09 Military Leave (rehire after time is served) or dock for the remainder of days.

Example: September-termination would be best\*  
March-May-dock would be best

\*docking early in the year is not to the employees's advantage

10. **Military Leave: 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 re-employed by the District in the same position held at the time of the induction, enlistment, or order, to a position of similar seniority, status, and pay. To be entitled to re-employment, the employee must be discharged, separated, or released from active state military service under honorable conditions not later than the fifth anniversary after the date of induction, enlistment, or call to active military service and must be physically and mentally qualified to perform the duties of the position. *Gov't Code 613.001(3), 613.002*

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

To be re-employed, a veteran of the state military must apply for re-employment not later than the 90th day after the date the veteran is discharged or released from active state military service. Application must be made in writing to the Superintendent and have attached to it evidence of the veterans discharge, separation, or release from state military service under honorable conditions. *Gov't Code 613.005*

A person re-employed after active state military service shall not be discharged without cause before the first anniversary of the date of the re-employment. *Gov't Code 613.001(2)*

"Military service" means service as a member of the Texas National Guard or the Texas State Guard. *Gov't Code 613.001(2)*

11. **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, 107 S.Ct.367 (1986); Pinsker v. Joint Dist. No. 28J of Adams and Arapahoe Counties, 735 F.2d 388 (10th Cir. 1984)*

12. **Compliance with a Subpoena**

The District shall 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)*

**B. LEAVES AND ABSENCES - BOARD POLICY DEC (LOCAL)**

1. **Local Personal Leave Plan**

All administrative personnel, regularly employed teachers and paraprofessionals, and regularly employed auxiliary employees shall be included in the local personal leave plan.

2. **Definitions: Immediate Family**

For the purposes of state sick leave and state and local personal leave, the term "immediate family" shall include:

1. Spouse
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*

3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee
4. Sibling, step-sibling, sibling-in-law
5. Grandparent and grandchild
6. Any person who may be residing in the employee's household at the time of illness or death

3. **Family Emergency**

The term "family emergency" shall be limited to natural disasters and life threatening situations involving the employee or a member of the employee's immediate family.

4. **Workday**

A "workday" for purposes of accumulation, use, or recording shall mean the number of hours per day associated with the employee's usual work assignment, whether full-time or part-time.

5. **State and Local Personal Leave**

All local sick leave earned prior to May 30, 1995 shall be converted to personal leave. State and local personal leave shall be used for any absence. No more than five (5) consecutive days of state or local personal leave may be granted without written approval. Written approval will be required for personal leave for more than five (5) consecutive days or immediately preceding or following a school holiday.

If an employee has to take extended personal leave (more than five days) due to an unexpected illness, the employee must submit a health and fitness release to return to work.

Personal leave will be allowed immediately preceding or following a school holiday, with written approval. An AISD employee remains responsible for his or her obligations to AISD. Professional personnel who need a substitute teacher to cover the employee's responsibilities must secure a verified substitute before personal leave will be granted immediately preceding or following a school holiday.

Generally, no employee will be allowed to take personal leave immediately preceding or following two school holidays in the same school year. Approval can be denied if the employee (1) has taken personal leave immediately before or after any school holiday and/or (2) fails to arrange for someone to cover his or her professional responsibilities.

Generally, personal leave will not be approved on the last day of a grading period, during the administration of the TAKS, on staff development or staff work days,

during semester grade verification day and/or any other days as specified by the Board, campus principal, or supervisor.

6. **Amount of Leave**

All professional employees hired prior to the 1988/89 school year shall continue to receive ten local personal leave days in addition to the statutorily mandated five state personal leave days during any one school year.

All new regular employees hired beginning with the 1988/89 school year shall receive five state personal leave days and an additional five local personal leave days during any one school year.

The effective date for such personal sick leave shall be the first day that the new professional employee's contract begins, or the day the paraprofessional or auxiliary employee begins work, and shall end with the date the professional employee's contract ends, or on the paraprofessional or auxiliary employee's last day of employment.

7. **Accumulation**

State and local personal leave days shall accumulate at the rate of one day upon the completion of the first 20 days of employment and one day thereafter for each 20 working days until the maximum of ten days for the year has been reached or until the allowable maximum number of days has been reached. Personal leave shall be allowed for a major fraction of a 20-day period (i.e. 11 or more school days).

8. **Limits on Accumulation**

Unused state personal leave shall accumulate without limit; unused local personal leave may accumulate to a maximum of 50 workdays. (See Policy DF(Local) regarding accrued service benefits)

9. **Medical Certification**

In any case involving an absence due to illness of five or more days, an employee shall be required to submit medical certification by a doctor registered and licensed under the Medical Practices Act of Texas, a licensed doctor of dentistry, a licensed chiropractor, or a licensed podiatrist. An employee may have his or her illness certified by a Christian Science practitioner listed with the First Church of Christ Scientist in Boston.

In extreme situations, such as epidemics or the like, when an unusually large number of employees is absent for an extended length of time, the Superintendent may grant an exception to the above provision.

10. **Temporary Disability Leave**  
The maximum length of temporary disability leave for certified full-time employees should be 180 calendar days.
11. **Assault Leave**  
Requests for assault leave shall be made to the personnel department, which, upon receiving notice of an assault, shall investigate the circumstances surrounding the assault. [See DEC (LEGAL)]. Medical certification of the injury shall be required. The personnel department shall determine whether or not the incident was an assault and if the employee is entitled to assault leave. Any employee on assault leave shall report monthly to the personnel department regarding the status of recuperation.
12. **Jury Duty**  
An employee shall be granted leave with pay and without loss of accumulated leave for jury duty. However, in the computation of the employee's pay, no allowance shall be made for regularly assigned overtime work missed to perform the court services. An employee who has been absent for jury duty shall be required to present documentation of the service and shall be allowed to retain jury duty compensation.  
An employee who receives a subpoena shall inform his or her supervisor who shall determine the type of leave that should be used by the employee.
13. **Unauthorized Absences from Duty**  
Payroll deductions for each day of unauthorized absence from duty shall be made based on the employee's current daily rate of pay as determined by dividing the annual salary by number of days employed.
14. **Family and Medical Leave (FMLA)**  
The 12-month period within which employees shall be eligible for 12 weeks of family and medical leave shall be defined as the twelve months immediately prior to the request for leave. Any fixed 12-month "leave year," such as a year starting on an employee's "anniversary" date. (DEC[Legal])  
  
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.  
*29CFR825.220*
15. **Concurrent Use of Leave**  
Employees shall be required to use all applicable accumulated sick leave in the order determined by this policy, concurrently with family and medical leave.

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16. **Workers' Comp Leave Exception**  
However, an employee who has suffered an on-the-job injury and is receiving workers' compensation wage benefits may choose to defer use of his or her accrued paid sick leave; the use of the employee family and medical leave entitlement in this case will begin concurrently with the workers' comp leave.
17. **Combined Leave for Spouses**  
If both spouses are employed by the District, combined family and medical leave for the birth, adoption, or placement of a child may be limited to a combined total of 12 weeks as determined by the needs of the District.
18. **Intermittent Leave**  
Intermittent leave shall be permitted for the birth of the employee's child or the adoption or placement of a child with the employee.
19. **Certification of Illness**  
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.
20. **Medical Release**  
The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.
21. **Teacher Reinstatement**  
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 Board Policy DEC.
22. **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.
23. **Leaves of Absence Without Pay - Professional Reasons**  
Administrative and professional personnel on regular contracts shall be entitled to a one-year's leave of absence without pay after completion of three consecutive years of service in the District. In certain instances, a leave of absence may be granted before the three-year service period if, in the opinion of the Superintendent or designee, it would be in the best interest of the District.

#### **Personal**

An employee may be considered for a one-year leave of absence by making written application stating the reason for the leave of absence to the Superintendent or designee. Requests for a leave of absence shall be considered if based upon any of

the following grounds, when not accompanied by the pursuit of a gainful occupation:

1. Serious illness of a member of applicant's immediate family
2. Desire of applicant to study in some institution of higher learning
3. Extensive travel, which may be considered of equal educational value to training in an institution of higher learning.
4. For military service if called because of a national emergency and for one year thereafter.

The following shall apply to leaves of absence without pay:

1. A leave of absence shall not be granted more than once in seven years, except upon recommendation of the Superintendent.
2. A teacher on leave of absence is not eligible to withdraw funds from the teacher retirement system.
3. All applications for leave of absence shall be in writing and upon a regular form prepared and furnished by the Superintendent's office.

24. ***Limited Off-Duty Days for Employees on Payroll***

***Employees who have been off duty for medical leave or workers' compensation for 180 calendar days (six months) shall be removed from the payroll records.***

25. **Workers' Compensation**

Employees shall be required to use any family and medical leave and other leave benefits to which they are entitled under this policy while they are recovering from a job-related injury and receiving Workers' Compensation benefits. While receiving Workers' Compensation benefits employees may not use state sick or personal leave or local personal leave or any other paid leave benefits during the period that they are using family and medical leave benefits.

26. **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.

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.

Some employees may have protected status even after the expiration of all other leave. *Education Code 21.452*

27. **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. (DEC[Legal])

28. **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 “good faith” belief that a violation of the law occurred means that:

- (a.) The employee believed that the conduct reported was a violation of law; and
- (b.) The employee’s belief was reasonable in light of the employee’s training and experience.

A “good faith” belief that a law enforcement authority is an appropriate one means:

- (a.) The employee believed the governmental entity was 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; and
- (b.) The employee’s belief was reasonable in light of the employee’s training and experience. (DEG[Legal])

**C. CATASTROPHIC LEAVE BANK - BOARD POLICY DEC (EXHIBIT)**

The District's Catastrophic Leave Bank for employees ("the Bank") is maintained for personal leave needed by an employee who, after having exhausted all paid leave, and is unable to perform job duties due to catastrophic illness, catastrophic injury or emergency surgery which results from any condition which was unknown to the member on the date that he/she first became a member of the Catastrophic Sick Leave Bank.

1. **Procedures for Enrolling**

Bank membership is open to any District employee who deposits three days of local personal leave in the Bank.

The enrollment period for all employees shall be August 1 through August 31. Hourly employees must accumulate at least three days of sick leave to join the Catastrophic Leave Bank.

Deposited personal leave will be subtracted from the member's local personal leave. The three days of local personal leave deposited in the Bank become the property of the Bank. All deposits will remain in force and cannot be returned for any reason, even upon cancellation of membership. If a member cancels membership and wishes to rejoin, a deposit of three days of local personal leave must be made during an enrollment period.

Members will not be required to deposit additional leave in subsequent years unless the Bank is in danger of being depleted or the member has been granted leave from the Bank. In that event, in order to retain membership, members will be required to deposit additional days of local personal leave.

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2. **Closure of the Bank**  
In the event that the Bank is depleted of leave without sufficient membership to sustain it, all membership and benefits shall end. Leave deposited shall be forfeited by the members.
3. **End of Employment**  
If employment with the District ends for any reason, leave deposited and all benefits will be forfeited. If a former employee returns to the District and wishes to regain membership, three days of local personal leave must again be deposited.
4. **Bank "Year" Defined**  
For Bank purposes, the school year will be from September 1 through August 31. If three or more days of leave are granted to a member during the school year, three earned days of personal leave must be deposited by that member in order to maintain membership. If fewer than three days of leave are used by the member, the number of days actually granted must be deposited in order to maintain membership. Failure to repay leave will constitute a loss of membership and benefits.
5. **Maximum Yearly Benefits**  
The amount of leave granted to members joining prior to or on August 17, 1993 who have consistently maintained membership should not exceed the requesting member's number of yearly contract days. The amount of leave granted to members joining for the first time or joining upon re-hiring after August 17, 1993, will be up to 75 days per school year. Upon granting the maximum number of Catastrophic Leave days allowable to the requesting member in one school year, defined as from September 1 through August 31, the obligation to the member is ended. The member would be entitled to additional days upon the deposit of three days of earned local leave after the employee has returned to work from extended leave and use of the bank. In the future year this three-day leave will accrue on the 60<sup>th</sup> day.
6. **Loss of Membership**  
A member will lose the right to the benefits of the Bank by:
  1. Termination of employment in the district.
  2. Cancellation of participation by the member on the proper form.
  3. Failing to repay required number of leave days.
7. **Bank Regulations**  
Leave from the Bank will be granted only after the member has exhausted all accumulated state sick and personal and local personal leave and accrued vacation. Leave will not be granted in advance. Bank leave is granted only for absences on regular workdays. Leave will not be granted for holidays, vacation, or for other such days for which the member is not paid. Leave will not be granted when a member is on leave of absence or when a member is suspended from duty.

A member shall be reimbursed only for the amount of pay that the member was docked. Reimbursement will be made to the member in the regular payroll check after the Committee has approved the requested leave.

8. **Pre-existing Conditions**

Pre-existing conditions will not be covered under provisions of the Bank. Leave will not be granted for a pre-existing condition. A pre-existing condition is one for which the member has sought a medical opinion, medical assessment, or has received any diagnosis as to the possible identification of the condition on or before the date that the member joined the Bank.

9. **Restrictions: Use of Leave**

The Bank may be used only for the catastrophic illness or injury of the member. Complications arising from pregnancy and childbirth may be considered on an individual basis when posing an immediate medical threat to the member. Leave will not be granted when a member is receiving benefits under the Workers' Compensation System.

All members who join the Bank during the enrollment period are entitled to apply for Bank benefits after 30 days. Personal leave days deposited to the Bank must be earned by the member prior to application for Bank benefits.

Unused leave in the Bank will carry over to the next school year.

10. **Catastrophic Sick Leave Bank Committee**

The following personnel who may also be members of the Bank will administer the Bank:

1 Principal	1 Psychologist or Psychiatric Consultant*
1 Counselor or Librarian	1 Layman from the Community*
1 High School Teacher	1 Paraprofessional Representative
1 Junior High School Teacher	1 Supervisor Representative
1 Elementary School Teacher	1 Campus Auxiliary Personnel Representative
1 Administrator	1 Food Service Representative
1 Doctor from the Community*	
1 Maintenance, Operations, Warehouse, Transportation Representative	

This group will be referred to as the Catastrophic Leave Bank Committee ("the Committee").

11. **Executive Officer**

The school administrator member shall serve as the executive officer of the Committee and process all approved personal leave for members to the payroll department.

12. **Terms**

Committee members shall serve three-year staggered terms except those members marked with an asterisk on the list (\*), who shall serve continuously. Members will be replaced by recommendation of the executive officer after consultation with the Committee. A chairperson and secretary will be selected each school year.

13. **Vacancies**

Vacancies in an unexpired term will be filled by appointment by the Committee by an employee from the group that was represented by the resigning member.

14. **Committee Decisions**

All decisions made by the Committee are to be a majority of those attending the meeting.

15. **Applying For**

A request for leave from the Bank may be made when a member:

1. Is unable to perform job duties; due to a catastrophic illness, catastrophic injury or emergency surgery requiring hospitalization; and
2. Has used all accumulated state sick and personal and local personal leave and vacation.

A member must submit the information requested below to the executive officer within 30 working days after filing an application form:

1. A statement signed by the member attesting that the condition that necessitated the request for leave was unknown to the member on the date that he/she first became a member of the Bank.
2. Completion of the attending physician's statement, including the following:
  - a. Identifying the nature of the illness and/or extent of injury including a statement that the condition is not a "pre-existing condition."
  - b. Date of initial onset of this particular condition.
  - c. Anticipated date when the employee will be eligible to return to work on a full or part-time basis.

Forms are available on the AISD Intranet or the Personnel Office.

***Applications must be submitted in a timely fashion in accordance with Board Policy.***

16. **Review of Applications**

The Committee may refuse to consider an application that does not contain the required information. The applicant may be requested to appear before the Committee.

If a member is unable to file an application for leave, the school principal, immediate supervisor, or department head may initiate the application form at the request of the member or the member's family.

All applications will be reviewed individually.

Procedures or questions concerning membership, regulations, or applications for leave that are not specifically covered herein, shall be submitted to the Committee. The Committee will make a recommendation of the Superintendent for interpretation.

17. **Appeals**

A member may appeal the decision of the Committee by writing a letter to the executive officer requesting to appear in person before the Committee.

A member who is aggrieved by a decision of the Committee may file a complaint under Policy DBGA (LOCAL), starting at Level Two.

**D. EMPLOYEE RECOGNITION AND AWARDS**

Awards will be given for service in the District for multiples of five years beginning with the fifth year of employment and on the following basis:

1. A year of service shall be determined by TEA service requirements.[See DF]
2. Awards will be given for years of total service in the District system, continuous or otherwise.
3. An employee eligible for an award must submit his or her name to the building principal or supervisor no later than the last day of September. The principals or supervisors will then turn in the names of award recipients to the Office of Information Services. The personnel office will check the records and the principals or supervisors will be informed as to the names of the eligible recipients.
4. The appropriate administrator will present the awards.

## *IV*

### *Pay Procedures*

## **PAYROLL PROCEDURES AND REIMBURSEMENT**

### **A. PAY DAY**

All monthly employees are paid on the last working day of each month.

### **B. PAYROLL CHANGES**

All requests for payroll changes must be made in writing. An Employee should NOT REQUEST A CHANGE BY PHONE. To change marital status or exemptions for tax purposes, the employee must fill out a new W-4 Form. DEADLINE for requesting a change is the tenth of the month, except the month of December, for which the fifth of the month will be the final day for changes.

### **C. PAYROLL DEDUCTIONS**

#### **1. Required Deductions:**

- a. **Federal Withholding** - Figured automatically by the income tax withholding percentage method according to the marital status and number of exemptions claimed on the W-4 Form.
- b. **Medicare - 1.45%** of the gross salary will be deducted each pay period for any person hired after March 31, 1986.
- c. **Teacher Retirement** - 6.4% of total gross salary deducted each pay period.
- d. **Retirement Insurance** - .5% of total gross salary deducted each pay period.
- e. **Retirement Fee** - Once a year a deduction of \$10 is taken in September or the first pay period after you start to work during the present school year.

#### **2. Optional Deductions:**

- a. **Additional Federal Withholding** - An amount decided by the employee to be withheld in addition to the required amount each month. This amount has to be indicated on the employee's W-4 form.

- b. **Annuity** - These are monthly deductions. The amount is calculated by the agent on the basis of salary.
- c. **Health Insurance** - These monthly deductions are based upon the type of plan requested. *October* deductions pay premiums for *October, November* deductions for *November*, etc.
- d. **Life Insurance** - voluntary coverage available to full-time employees and dependents.
- e. **Cancer Plan** - monthly deduction, amount determined by the plan chosen.
- f. **Disability Insurance** - monthly deduction, amount determined by the plan requested.
- g. **Long-Term Care Insurance**-monthly deduction, amount determined by the plan requested.
- h. **Dental Insurance** - available on a pretax basis.
- i. **Vision Insurance**- available on a pretax basis.
- j.. **United Way Fund** - deducted for seven months, November - May
- k. **Professional Dues** - deducted for seven months, November - May. Upon written request, the employee can stop this deduction at any time. The remainder of the balance for professional dues will be deducted upon termination, unless requested otherwise.
- l. **Credit Union** - monthly deduction. The employee must go to the *EECU* office, to begin, stop, or change deductions.

#### D. PAYCHECK SERVICES

### **Early request for paychecks will not be honored.**

- 1. **Direct Deposit**  
Direct Deposit forms are available in the payroll department. Please bring a personal, voided, personalized check to attach to your direct deposit form. The completed form and attachment must be received in the payroll department and processed by the 10th of the month. The bank will receive a pre-notification the first month and the employee's check will be

delivered to the employee's assigned location as usual. The following, or second month, the employee's check will be direct deposited. If a change of banks occurs, the employee will be issued a check for the next pay date while a pre-note is confirmed with the new bank. If the pre-notification is successful, direct deposit will resume the following month. Upon termination for any reason, direct deposit ceases. The last paycheck will be issued directly to the employee.

**2. Payment Plan Request**

**a. Professional**

A salary payment plan is available for new employees working 187 days who are hired on or before the first day all 187 day professionals report for the new school year. A reduced plan is offered for professional employees hired after the first day all 187 day professionals report for the new school year.

**b. Paraprofessional**

A \$300 salary payment, to be repaid over a *3month period*, is available to new employees working 183 days or less who are hired on or before the first day all 183 day or less paraprofessionals report for the new school year. Forms are available in the Personnel Department.

**E. SUMMER PAYCHECK**

All employees assigned to a school campus will receive summer paychecks by mail using the employee's address as listed on the payroll system.

**F. TEACHERS FORMERLY ON CAREER LADDER**

A teacher who was assigned to a career ladder level on August 31, 1993, is entitled to receive for the 1993-94 school year and each school year thereafter, as long as the teacher is continuously employed (*with no break in service*) in the same district, a minimum salary equal to the teacher's base salary plus the teacher's career ladder supplement in the 1992-93 school year. "Base salary" means the monthly base salary plus any amount in excess of the minimum salary that the District pays the teacher. The District shall use the Teacher Compensation Allotment to pay the salaries of teachers who were entitled to career ladder supplements. DEA (LEGAL) - *Education Code* 16.058, 16.158(b) DEA (LOCAL)

**G. SALARY STRUCTURE**

1. Each year the school will receive a salary schedule for the current school year. A salary letter is sent to each employee of the District with the check in September. This letter should be reviewed and retained for future reference. Fulltime employees must work 90 consecutive days (halftime 170 days) to receive credit for that year and any subsequent salary increase for the following year.
2. Stipends are listed in the book available in each principal's office.

## H. CHANGE IN MARITAL STATUS

Any change in marital status will require changes in the payroll department. Please come to the personnel department to complete the necessary forms for change in beneficiaries and updated forms for name change.

## I. EXPENSE REIMBURSEMENT

### 1. Definitions

Each district employee who is authorized to travel assumes, with the acceptance of that authorization, a direct responsibility to limit travel claims to those actually incurred on travel that are clearly for the purpose of discharging essential official business of the District. Planning of day-to-day travel should take into consideration the most economical means of accomplishing the authorized mission. This planning should include consideration of the use of personal car or common carrier, sharing rides with other employees, and similar alternatives.

### 2. Travel Authorization

Signature of approval shall be secured by employees for professional trips on the appropriate District form (*A-112*). Approval shall be secured for all professional trips whether at employer or employee request, *prior to travel*.

### 3. Travel Reimbursement

Employees shall be required to submit a monthly travel report every calendar month in which reimbursable travel expenses are incurred. (*read A-112 for clarification*) Employee expenses associated with authorized school trips shall be reimbursed in accordance with the following allowances:

#### a. Hotel

A maximum of **\$70** per night toward the cost of the hotel rooms shall be reimbursed, provided the traveler's reimbursement claim is submitted with an attached "paid" bill or receipt from a commercial hotel, motel, or other commercial lodging establishment. No more than the actual cost of overnight accommodations will be reimbursed.

#### b. Meals

The employee shall receive an allowance of \$25 per day for meals.

The traveler shall be away from the District overnight to be eligible for this reimbursement.

### 4. Registration fees

Registration fees paid by the employee shall be reimbursed if the employee *secured prior approval and* submits a "paid" bill or receipt from the meeting sponsor. Registration shall not include membership fee in a professional organization.

5. **Public Transportation**

Employees traveling by commercial airlines shall make arrangements for flights through the office of the deputy superintendent. Airline tickets purchased by employees without authorization will not be reimbursed.

Taxicab costs are considered to be public transportation and shall be reimbursed at actual cost. Receipts shall be submitted for all trips.

6. **Private Transportation**

Travel by privately-owned personal conveyance outside of the District shall be reimbursed per mile at a rate not to exceed that allowed by the Internal Revenue Service. Mileage claims shall be based on the shortest practical route between the District and the destination via intermediate points at which official business is conducted.

When two or more employees travel in a single private conveyance, only one shall receive a transportation allowance.

When two, three, or four employees of the District with the same itinerary on the same dates are required to travel for the same purpose for which travel reimbursement for mileage in a personal car is claimed, mileage reimbursement shall be claimed and allowed for only one of the employees except as provided hereafter. If more than four employees attend such meeting or conference in more than one car, full mileage reimbursement shall be allowed for one car for each four employees and any fraction in excess of a multiple of four employees. If, in any instance, it is not feasible for these employees to travel in the same car, then prior official approval shall be obtained and shall be considered as authorization and as the basis for reimbursement for travel for each person authorized to use his or her personal car in such travel.

7. **Parking Costs**

An employee who drives a car to a meeting and who shall be required to pay a parking fee for the automobile shall be reimbursed provided a receipt is submitted with the employee's expense account form.

8. **Advanced Travel Funds**

If advanced travel funds are desired, the following procedures shall apply:

- a. Submit a travel request (Form AT10-95), approved by the immediate supervisor, to the business office ten working days before funds are needed.
- b. The maximum allowable is \$50 total per day for advanced travel requests.

- c. Not later than 30 days after the trip, the employee shall attach all bills and receipts to the travel request form and submit the form to the administrator who approved the advance. Failure to file timely travel reports will result in the deduction of the advanced amount from the employee's next paycheck.
- d. Administrators shall immediately review the travel report, affix a signature on the travel reimbursement form, and forward the report to the Superintendent or designee.

9. **Other Travel**

Actual expense for travel for other employees or administrators shall be paid in full when the travel is required by the Superintendent.

*V*

*Employee Complaints Policy*

## **EMPLOYEE COMPLAINTS**

### **A. PURPOSE**

The purpose of this policy is to provide employees an orderly process for the prompt and equitable resolution of complaints. The Board intends that, whenever feasible, complaints be resolved at the lowest possible administrative level.

### **B. NOTICE TO EMPLOYEES**

The principal of each campus and other supervisory personnel shall ensure that all employees under *his/her* supervision are informed of Policy DGBA (LOCAL). Employees shall be provided with a copy of the policy at the time of employment and whenever it is revised.

### **C. DEFINITION**

A complaint under this policy shall include grievances concerning an employee's wages, hours, 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. [See also DHC (LEGAL)] A complaint must specify the individual harm alleged.

### **D. PRESENTATIONS**

Employees shall be entitled to administrative review conferences as outlined in the Level One and Level Two sections and to an informal presentation of the complaint to the Board as specified in the Level Three section, unless the Board grants a hearing.

### **E. HEARING**

If an employee alleges in writing specific facts that, if true, would constitute a violation of the employee's common law, statutory, or constitutional rights, the Superintendent or designee shall investigate the allegations. If the employee does not accept the Superintendent's resolution at Level Two and requests a Board hearing, the Superintendent shall schedule a hearing at Level Three.

**F. REPRESENTATION**

The employee filing a complaint may be represented by a fellow employee, attorney, person, or organization that does not claim the right to strike. The District may be assisted in processing complaints, as it deems appropriate.

**G. GENERAL PROVISIONS**

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 about which the employee has previously complained. Costs of any complaint shall be paid by the party incurring them.

In resolving complaints, time is of the essence. All time limits shall be strictly complied with, unless extended by mutual consent. All references are to business days. DGBA (LOCAL)

The appropriate administrator at each level shall respond to the employee within ten days of a complaint conference. Written complaints shall receive a written response. The employee has ten days after receiving a response to appeal to the next level. The complaint shall be considered concluded if the employee does not appeal within that limit.

Announcing a decision in the employee's presence constitutes communication of the decision.

**H. LEVEL ONE**

An employee who has a complaint shall meet with the principal or immediate supervisor within 15 days of the time the employee first knew or should have known of the event or series of events causing the complaint. At this meeting, the employee shall submit the complaint in writing on a form provided in DGBA (EXHIBIT). *Level I Hearing is customarily heard by the employee's supervisor or principal.*

**I. LEVEL TWO**

If the outcome of the conference at Level One is not to the employee's satisfaction, the employee may request, in writing on the form provided in DGBA (EXHIBIT) to the Superintendent's designee within ten days after receiving the response.

Within ten days of the receipt by the Superintendent's designee of the employee's appeal, the Superintendent's designee will set the date of the Level Two conference.

**J. LEVEL THREE**

If the outcome of the complaint conference at Level Two is not to the employee's satisfaction, the employee must submit on the form provided in DGBA (EXHIBIT) a written appeal of the decision to the Board through the Superintendent within ten days after receiving the written Level Two decision.

**K. HEARING**

Employees who are granted a hearing shall be afforded that hearing either with the Board in a meeting that includes the hearing as an item in the posted agenda or with the Board's designee. If the Board conducts the hearing, it shall make and communicate its decision at any time up to and including the next regularly scheduled Board meeting.

**L. 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.

If the complaint constitutes a complaint or charge against another employee, it shall be heard in closed meeting, unless the employee against whom the charges being brought requests in writing, the complaint be brought in opening meeting.

# *VI*

## *Employee Career*

## PROFESSIONAL EMPLOYEES

### A. APPRAISALS

AISD will provide TTAS orientation to employees as required by state guidelines. For detailed information concerning the appraisal guidelines, refer to the TTAS Handbook, which is located in the principal's office and on the AISD website.

### B. PROMOTION/TRANSFER/REASSIGNMENT

#### 1. Promotion

The Superintendent and other designated staff shall determine the professional requirements for a given position. This information and a notice of vacancy shall be posted for those positions above entry level.

Any AISD employee may apply for advancement to a position of higher level if he/she meets the qualifications for the position. Positions that would be a promotion for any employee are posted. Posted positions are filled through the application process, not through the transfer process.

#### 2. Transfer-Reassignment

An employee may be assigned to a different location in a position of the same salary level pay grade. This is referred to as a ***transfer***. If the request is made by the employee, it is a ***voluntary transfer***; if the transfer is caused by the teacher's being surplus in the present location or by other administrative need, it is an ***involuntary*** transfer.

#### 3. Transfer Requests

In the interest of school stability, employees need to have been at the location for **two years** before applying for a transfer. Request for specific assignments or reassignments shall be granted only if the assignment will not lessen the effectiveness of the overall system. Generally, requests for reassignment shall be discussed with the principal or immediate supervisor, and then submitted to the appropriate director of personnel or Assistant Superintendent of personnel.

All teacher transfer requests must be submitted online by the date designated on the Transfer Posting. ***Employees may check the District Announcement's (AISD intranet) for the exact date.*** Teachers may schedule an interview with the appropriate director of personnel if desired; however, an interview is not required.

#### 4. Voluntary Transfers

The Personnel office will post transfer request dates to the campuses/office ***after Public School Week***. Any professional or paraprofessional employee desiring a transfer to another position/location within the District (***this procedure does not relate to a posted position***) will follow the procedure below:

- a. Discuss the transfer request with the principal or supervisor.
- b. Submit the online transfer request on the designated dates.
- c. Schedule an interview with the appropriate director of personnel if desired.

◆ **Procedure for Requesting a Transfer**

- a. *It is the responsibility of the employee requesting the transfer to contact the school of his/her first choice.*
- b. The principal will interview every professional or paraprofessional employee who lists his/her school as first choice, whether or not a vacancy exists. If the employee was interviewed by that principal in previous years, another interview will not be necessary. Other interviews may be held at the principal's discretion or may be originated by the personnel director.
- c. After the interview(s), the principal or supervisor will give feedback to the personnel director in regard to future placement of the employee requesting the transfer.
- d. If a vacancy for which the employee is **highly** qualified occurs at a requested location and the employee, the principal or supervisor, and director of personnel agree that the placement is favorable, the transfer will be granted and will be processed by the personnel office.
- e. If no vacancy for which the employee is **highly** qualified occurs at a requested location, the employee may be offered other options. If the employee does not accept the offer, he/she will remain in the present position for another year.
- f. **No transfer will be granted passed three weeks prior to new teachers reporting date.**

**C. ADMINISTRATIVE PLACEMENT**

**1. Involuntary Reassignment**

If the request for reassignment is initiated by the principal, immediate supervisor, or superintendent/designee, the employee and other directly affected personnel shall be informed of the reason for the request. **The placement shall be made at the discretion of the personnel department.**

If the District reassigns a teacher to another grade level or subject over the teacher's objections, the District shall not use the performance appraisals during the first semester in the new subject or grade level unless the teacher requests otherwise; however, teachers will receive regularly scheduled formal observations. In addition, all teachers will receive a summative evaluation and "walk-through's" at the principal's discretion. **The teacher's reassignment shall be made at the discretion of the personnel department.**

Conditions related to Involuntary Reassignment

- Teachers on growth plans who are reassigned to another grade level or subject over their objections will continue to be subject to performance appraisal without interruption.
- First year teachers who are surplus, will be subject to performance appraisals.

**2. Voluntary Reassignment**

If the request for reassignment is initiated by the employee, the employee will inform the principal/director of personnel of the reasons for the request, and **the placement shall be made at the discretion of the Personnel Department.**

If the District reassigns a teacher who requests a voluntary reassignment to another grade level, subject or school, that teacher will not be eligible to apply for another transfer for two years.

#### Conditions related to Voluntary Reassignment

- A teacher voluntarily reassigned will be reassigned by the Personnel Department
- The reassignment must have the approval of the principal
- The teacher voluntarily reassigned will maintain the same performance appraisal schedule
- The teacher will not be eligible to apply for another transfer for two years.

#### ◆ **Procedures Used to Move Surplus Teachers**

In the staffing process with the Assistant Superintendent of personnel, and the elementary, secondary and special education directors, in conjunction with the principal and supervisors, determine the number of staff members needed in each department to meet the school's needs. This determination is based on enrollment projections, certification requirements, and building needs. Any teacher not needed will be declared *surplus or potential surplus*.

1. Surplus teachers are identified on a "last in/first out" basis determined by the following:
  - a. Seniority in the grade level of the individual elementary school or department/area of certification in the specific secondary school.
  - b. Seniority in the school
  - c. Seniority in the district.
  - d. Years of teaching experience.

Other guidelines are as follows:

1. At the elementary level, lead teachers have top seniority by virtue of their position unless the loss of the section would negate the need for a team leader, i.e., less than two full-time teachers in the grade. At the secondary level, department leaders have top seniority.
2. If a teacher is moved from one grade level to another by the principal (not at the teacher's request), that teacher would be protected in the new grade level/department for the current school year.
3. If the teacher requests a move to a different grade level, that teacher does not have protection from being the "surplus" teacher the next year if the grade level/department loses a teacher.
4. A teacher will be involuntarily transferred as a result of surplus only once in a *two*-year period (*affects those surplus beginning 2004-2005.*)

## ***SEE ELEMENTARY AND SECONDARY SURPLUS TEACHER CHART***

The procedures for transferring a surplus teacher shall be as follows.

- ◆ The principal will inform the teacher.
- ◆ The teacher will fill out a request form entitled *Transfer Preferences for Surplus Personnel* and will sign it.
- ◆ The principal will also sign the form and will submit it to the personnel office.
- ◆ This may occur after the deadline date for other transfer request.
- ◆ When the director identifies an appropriate vacancy, the teacher will interview with the principal of the school where the vacancy exists unless the principal has previously interviewed the employee.
- ◆ Final placements of surplus teachers will be made at the discretion of the appropriate personnel director.
- ◆ The director of personnel will initiate the required paperwork; it is not necessary for the employee to come the personnel office.

Conditions related to involuntary transfers:

- ◆ Surplus employees will be given precedence over voluntary transfers; however, the placements may work concurrently, *i.e.*, granting a voluntary transfer request may create an appropriate placement for a surplus teacher.
- ◆ A surplus teacher who has been transferred will be eligible to return to the former location the next year if a vacancy occurs for which he/she is certified/qualified. The teacher should indicate the desire to return to the former location by filling out a Transfer Request form and going through the regular transfer process.
- ◆ A teacher will be involuntarily transferred as a result of surplus only once in a two-year period.

Exceptions related to involuntary transfers:

- A teacher, who at the time of surplus had less than one current year of AISD service, will not be afforded the two-year surplus protection in the present assignment.
- A surplus teacher's assignment is not established for protection until after the completion of the first six weeks of the school year.

# Elementary Surplus Teachers

Lead Teachers, Program specific Teachers (ESL), and previously surplused teachers (for 2 years) are protected.

The last teacher coming into the department is generally the surplused teacher.

If two or more teachers entered the department at the same time and were the last members to enter that department:

The teacher previously transferred from within your building is protected over a teacher previously transferred in from outside your building.

If both teachers were previously transferred from within your building to this department, the teacher with the least number of years in your building is surplused.

If both teachers have the same number of years of experience within your building, the teacher with the least number of years experience within the district is surplused.

If both teachers were new from outside your school, the teacher transferred from within the district is protected over a teacher hired new to our district.

If both teachers have the same number of years of experience within the district, the teacher with the most recent **acceptance** date on their \*LOC is surplused.

If both teachers have the same \*LOC acceptance date, the teacher with the most recent \*LOC **offer** date is surplused.

If both teachers have the same \*LOC offer date, the teacher with the most recent interview date is surplused.

If both teachers were new to the district:

\*LOC  
Letter of Commitment in  
Personnel Department File

## Secondary Surplus Teachers

Department Heads, Coaches, and previously surplus teachers (for 2 years) are protected.

The last teacher coming into the department is generally the surplus teacher.

If two or more teachers entered the department at the same time and were the last members to enter that department:

The teacher previously transferred from within your building is protected over a teacher previously transferred in from outside your building.

If both teachers were previously transferred from within your building to this department, the teacher with the least number of years in your building is surplus.

If both teachers have the same number of years of experience within your building, the teacher with the least number of years experience within the district is surplus.

If both teachers were new from outside your school, the teacher transferred from within the district is protected over a teacher hired new to our district.

If both teachers have the same number of years of experience within the district, the teacher with the most recent **acceptance** date on their \***LOC** is surplus.

If both teachers have the same \***LOC** acceptance date, the teacher with the most recent \***LOC offer** date is surplus.

If both teachers have the same \***LOC** offer date, the teacher with the most recent interview date is surplus.

If both teachers were new to the district:

\***LOC**  
Letter of Commitment in  
Personnel Department File

\*\* 9<sup>th</sup> grade teachers who moved to high school in 97-98 as part of the 9<sup>th</sup> graders moving to the high school campus brought seniority with them. Keep this in mind when determining surplus.

## **D. REDUCTION IN FORCE: PROBATIONARY /TERM/CONTINUING CONTRACTS [DFBC(LOCAL)]**

### **1. General Grounds for Dismissal**

A reduction in force may take place when the Board determines that a financial exigency or program change requires that personnel be reduced and the contract of one or more term or continuing contract teachers be terminated. Such a determination constitutes the necessary cause for dismissal as stated in *Texas Education Code 13.110(6)*

Term and continuing contract teachers may be released from employment by the District at the end of a school year because of necessary reduction of personnel as stated in *Texas Education Code 13.107(2)*

### **2. Definitions**

- a. "Reduction in Force (RIF)" means the dismissal of a probationary, term or continuing contract teacher at the end of any school year for reasons of necessary reduction of personnel due to financial exigency or program change.
- b. "Financial Exigency" means any decline in the Board's financial resource 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.
- c. "Program Change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation because of a lack of student response to particular course offerings, legislative revisions to program funding, or a reorganization or consolidation of two or more individual schools or districts.

### **3. Board Determination**

Reduction in force will be made on a district wide basis rather than by campus. When a reduction in force is to be implemented, the Board shall first determine which specific teaching fields shall be affected. The superintendent shall confine his or her recommendations for personnel reductions to teachers assigned to the specific teaching fields.

### **4. Employee Areas**

1. Elementary grades, department, or programs.
2. Secondary grades, department, or programs.
3. Specialists, such as librarians and nurses, who are also term contracts.

### **5. Teaching Areas**

For purposes of this policy, all teachers will be considered for a reduction in force pursuant to their major area (the area in which the teacher instructs the largest number of hours per day) of teaching at the time the reduction in force decision is made.

### **6. Criteria for Decisions**

A determination shall first be made to ensure that teachers are working in their areas of certification. Those holding emergency certification within the specified area shall be dismissed prior to those holding appropriate certification for assignment in the area. Then, after certifications are properly determined, reduction in force will be proposed from "least" to "most" seniority. For purposes of this policy, seniority is

defined as years of service in the District.

If after applying the above criteria, the choice of who will be dismissed is equal, the performance of the professional employee will be considered.

After considering the Superintendent's recommendation, the Board shall determine which employee shall be proposed to be dismissed. The employee shall be given a statement of the reasons and conditions requiring such dismissal and shall, upon request be given a hearing in accordance with the policy for termination at the end of a contract year. {See DOB and DOBD}

**7. Appeals**

Appeals of a dismissal because of reduction in force shall be handled through the hearing afforded under policy DOAC, rather than the grievance policy.

**8. Rights of Employees subject to RIF**

An employee dismissed pursuant to this policy, if subsequently re-employed by the District, shall be credited with the amount of local leave that had accrued at the time of the dismissal.

**9. Re-Employment**

Upon written request, an employee dismissed pursuant to this policy shall be notified in writing by certified mail of any subsequent availability of vacant positions for which the employee is qualified, for a period of three calendar years following the effective date of the dismissal.

A dismissed employee so notified shall respond to the personnel office in writing within ten calendar days of receipt of the notification if the person wishes to be considered for a position.

If an employee fails to interview for a position or fails to accept a position offered, no further notices of job vacancies will be mailed. The employee will thereafter be treated as any other applicant for a vacant position.

Personnel on probationary status at the time of dismissal shall return on probationary status. Personnel on multi-year term contracts shall return with no less than the same number of years remaining on the term contract.

No employee to the District will be hired until all certified and otherwise qualified employees, dismissed in accordance with this policy and eligible under this policy, have been recalled or have declined the opening.

**E. TERMINATION PROCEDURES**

**1. Termination of Employment: Probationary, Term/Continuing Contracts**

**a. Due Process**

The due process hereafter described shall be applicable only to teacher employed under probationary or continuing contracts and shall be followed when:

- i. A probationary, term or continuing teacher is discharged during the

- school year. {See DF (LEGAL)}
- ii. A probationary, term contract teacher is dismissed at the end of a school year before the end of the term fixed in the contract. {DF(LEGAL)}
- iii. A continuing, term contract teacher is dismissed at the end of a school year. {DF(LEGAL)}
- iv. A continuing, term contract teacher is returned to probationary contract status at the end of a school year. {DF(LEGAL)}
- v. A probationary, term or continuing contract teacher is suspended without pay for a period not to extend beyond the end of the current school year. {DF(LEGAL)}

**b. Notice**

Before any teacher is so discharged, dismissed, suspended without pay in lieu of discharge, or returned to probationary status, he or she shall be notified in writing by the Board of the proposed action and the grounds therefore.

In the event the grounds for the proposed action relate to the inability or failure of the teacher to perform his assigned duties, the action shall be based upon the written recommendation by the Superintendent, filed with the Board. The teacher shall be entitled, as a matter of right, to a copy of each and every evaluation report, or any other memorandum in writing which has been made touching or concerning the fitness or conduct of such teacher, by requesting in writing a copy of the same. *Education Code 13.111*

**2. Notice to the Commissioner**

The Superintendent shall notify the commissioner of education whenever a certified employee's employment is terminated by action of the Board and the termination is related to the employee's commission of an act that involves:

- a. Any form of sexual or physical abuse of a minor or other illegal conduct with a minor.
- b. The possession, transfer, sale, or distribution of a controlled substance.
- c. The illegal transfer, appropriation, or expenditure of school property or funds.
- d. An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to a professional position or to receive additional compensation associated with a position.
- e. Commission of a crime, any part of which occurred on school property or at a school-sponsored event.

**3. Resignations**

The Superintendent shall notify the commissioner of education when a certified employee resigns and reasonable evidence exists that would support a recommendation by the Superintendent to terminate employment because of conduct listed above. Before an employee's resignation is accepted in such a circumstance, the Superintendent shall inform the employee in writing that a report will be made to the commissioner of education 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 the commissioner of education.

**a. Hearing**

If, upon written notification of the proposed action, the teacher desired to contest the same, he shall notify the Board in writing, within ten days after

the date of receipt by him of the official notice, of his desire to be heard. He shall be given a public hearing if he wishes or if the Board determines that a public hearing is necessary in the public interest.

Upon any charges based on grounds of inability or failure of the teacher to perform his assigned duties, the Board may establish a committee of classroom teachers and administrators, and the teacher may request a hearing before this committee prior to the hearing by the Board.

Within ten days after request for hearing made by the teacher, the Board shall fix a time and place of hearing which shall be held before the proposed action shall be effective.

At the hearing, the teacher may employ counsel, if desired, and shall have the right to hear the evidence upon which the charges are based, to cross-examine all adverse witnesses, and to present evidence in opposition thereto, or in extenuation.

The Board shall take such action, as it deems lawful and appropriate and shall notify the teacher in writing of that action within fifteen days following the conclusion of the hearing. *Education Code 13.112*

**b. Decisions**

If the teacher, upon notification of the proposed action, fails to request a hearing within ten days thereafter, or after a hearing as herein above provided, the Board shall take such action and shall enter such order, as it deems lawful and appropriate. No order adverse to the teacher shall be entered except upon majority vote of the membership of the Board. *Education Code 13.112*

**4. Suspension With Pay**

An employee on a probationary, term, or continuing contract 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.

**5. Suspension Without Pay**

An employee on a probationary, term, or continuing contract may be suspended without pay by the superintendent/designee for a reason set out in DF(LEGAL) for a period not to extend beyond the end of the current school year.

**6. Notice**

Prior to the suspension without pay, the employee will be given written notice of the suspension without pay. The employee shall be afforded an opportunity for a hearing that complies with the timelines and procedural requirements set out in DF(LEGAL).

**7. Suspension Without Pay Pending Discharge**

The Superintendent may suspend an employee on a probationary, term or continuing contract without pay pending discharge.

**8. Resignation Deadline**

A teacher employed under a term contract may relinquish the teaching

position and leave District employment without penalty by filing a written resignation, e-mail, fax, hand delivered or otherwise submitted not later than the 45<sup>th</sup> day before the first day of the following school year. A written resignation mailed by prepaid certified or registered mail to the District is considered filed at the time of mailing. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for filing. A teacher may resign with the consent of the Board at any other mutually agreeable time. Once submitted, a resignation is deemed accepted and may be withdrawn only with consent of the Board, the Superintendent, or designee, unless notified by the Personnel Department or supervisor that the resignation is not accepted within ten (10) school business days. {DFE(Local)}

**9. Term Contract Resignation**

An employee serving a term contract may resign effective at the end of a contract term at any time during the school year after active duty has begun. Term contract employees may not resign during the school year after active duty has begun and with an effective date before the end of the contract term, without the consent of the Board.

**10. Abandoned Contract**

The Board may file a complaint with the commissioner of education that a teacher, after entering into a written contract with the Board, has without good cause and without the consent of the Trustees abandoned the contract. Such a complaint may result in a reprimand by the commissioner of education or in the suspension or cancellation of the teacher’s certificate by the commissioner.

*Education Code 13.046 (a)(3)*

**11. Retirement**

Information concerning retirement through the Teacher Retirement System of Texas is available in the employee benefits office.

**12. Exit Interview Form (DOE-E)**

The exit interview form shall be required, regardless of the reason for termination. An exit interview shall be conducted with every employee who leaves employment with the District regardless of the reason. The following provisions shall apply:

- a. The employee writes a letter of resignation, gives a copy to his/her principal or supervisor, and discusses the resignation.
- b. It is the responsibility of the employee to make an appointment with the appropriate personnel director.***

Elementary teachers and Librarians	Director, Elementary Personnel
Secondary teachers and Librarians	Director, Secondary Personnel
Administrators, Counselors	Assistant Superintendent, Personnel
Special Education teachers/ paraprofessionals	Director, Personnel Services
Auxiliary personnel	Director, Auxiliary Personnel
Bilingual/ESL teachers	Bil/ESL Specialist

- b. During the Exit Interview, the employee will submit the letter of resignation and fill out the Exit Interview form (DOE-E).

### **13. Reasons for Non-Renewal**

Recommendations to the Board of Trustees and decision not to renew a contract can be found in Board Policy DFBB (Local). These reasons include:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. (See DFF)
10. Drunkenness or excessive use of alcoholic beverages; or possession, use or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school or District-sponsored activity.
11. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
12. Conviction of a felony or of any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude. (See DH)
13. Failure to report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy. (See DH)
14. Failure to meet the District's standards of professional conduct.
15. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
16. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
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. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
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 attributable to the educator.
21. Behavior that presents a danger of physical harm to a student or to other individuals.
22. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
23. Use of profanity in the course of performing any duties of employment

- whether on or off school premises, in the presence of students, staff, or members of the public, if reasonable characterized as unprofessional.
24. Falsification of records or other documents related to the District's activities.
  25. Falsification or omission of required information on an employment application.
  26. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
  27. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
  28. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
  29. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
  30. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
  31. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
  32. Any reason constituting good cause for terminating the contract during its term.

## **PARAPROFESSIONAL**

### **A. APPRAISALS**

The evaluation of paraprofessional personnel is a continuous process designed to improve the quality of performance. The evaluation process is one which the employee and the evaluator feel a joint responsibility to work systematically and constructively to achieve improved performance. The process is designed also to yield relevant data for summative decisions regarding job assignments.

Paraprofessionals are evaluated utilizing the Paraprofessional Appraisal Instrument. The individual job descriptions are used as a part of the instrument. This portion of the instrument is written appropriate to each paraprofessional position.

#### **1. Objectives include the following:**

- a. To clarify the criteria and responsibilities for each staff position.
- b. To establish a cooperative process for determining needs and objectives.
- c. To encourage self-appraisal and the need for continuous professional growth.
- d. To instill a positive attitude toward the evaluation process.
- e. To encourage open communication between employee and supervisor.
- f. To maintain data that documents performance and impacts personnel actions and decisions.
- g. To promote the concept of accountability for all levels of paraprofessionals.

#### **2. Persons responsible for evaluation**

The persons having the major responsibilities for evaluation are determined by the staff organization chart for AISD. If a paraprofessional reports to more than one person, an evaluator will be designated. Input will be obtained from the other staff members to whom he/she reports. The designated evaluator assumes the responsibility for all phases of the formative and summative process.

### **3. The role of the evaluator**

The role of the evaluator is to assist the employee with identifying objectives to improve the quality of his/her performance. The evaluator should be familiar with the evaluation process. It is the responsibility of the evaluator to assist in orienting the employee to the process. Individuals must be aware of the expectations of their positions. Orientation may be conducted individually or in groups.

## **B. PROMOTION/TRANSFER/REASSIGNMENT**

### **1. Promotion**

- a. The superintendent and other designated staff shall determine the paraprofessional requirements for a given position. This information and notice of vacancy shall be posted for those positions above entry level.
- b. Any AISD employee may apply for advancement to a position of any level (salary, days of employment, etc.) if he/she meets the qualifications for the position. The AISD employee will be given consideration over applicants from outside the district in accordance with the selection procedures described in this manual and in the Auxiliary Employees' Handbook. Posted positions are filled through the application process, not through the transfer process.

### **2. Transfer/Reassignment**

An employee may be assigned to a different location in a position of the same salary level/pay grade. This is referred to as a transfer. If the request is made by the employee, it is a voluntary transfer. If the transfer is caused by the employee being surplus in the present location or by other administrative needs, it is an involuntary transfer.

All employee transfer request must be submitted to the Personnel Department through the online system. Paraprofessionals may schedule an interview with the Director of Personnel Services if desired; however, an interview is not required.

If an employee of the district is selected for a position that constitutes a change of salary, daily rate, etc., this is termed a reassignment. It may be the result of promotion, voluntary demotion, transfer, or change of duties.

### **3. Transfer Requests**

All personnel may request reassignment to other employment positions within the district at the time specified. Requests for specific assignments or reassignments shall be granted only if the assignment will not lessen the effectiveness of the overall system. Generally, requests for reassignment shall be discussed with the principal or immediate supervisor, then completed through the online transfer system.

### **4. Voluntary Transfers**

- a. Any paraprofessional employee desiring a transfer to the same type of position in another location within the District will follow this procedure.
  - i. Discuss the transfer request with the principal or supervisor.
  - ii. Submit the online transfer request on the designated dates.
  - iii. Schedule an interview with the director of personnel services.  
(an interview is not required)

## **5. Procedures for Requesting Transfers**

- a. The principal will interview every paraprofessional employee who lists his/her school as first choice, whether or not a vacancy exists.
  - i. If the employee was interviewed by that principal in previous years, another interview will not be necessary.
  - ii. Employees should not contact principals for interviews on an individual basis unless called by the principal or referred by a personnel director.
  - iii. Other interviews may be held at the principal's discretion or may be originated by the personnel director.
- b. After the interview(s), the principal or supervisor will give feedback to the personnel services director in regard to future placement of the employee requesting the transfer.
- c. If a vacancy for which the employee is qualified occurs at the requested location and the employee, the principal or supervisor, and director of personnel agree that the placement is favorable, the transfer will be granted and will be processed by the personnel office.
- d. If no vacancy for which the employee is qualified occurs at a requested location, the employee may be offered other options. If the employee does not accept the offer, he/she will remain in the present position for another year.
- e. The employee will receive written notification of the approval of the transfer request.

## **6. Conditions**

- a. Transfer requests priority consideration is given to employees with seniority in the district or in a particular location. Whenever possible, priority consideration is given to employees with seniority in the district or in a particular location.
- b. Requests received after the designated date because of unusual circumstances will be considered on an individual basis after other transfers are processed.
- c. Employees who are declared "surplus" at the present location will follow the same procedures as voluntary transfers; however, they may be placed before voluntary transfers and the deadline date may not be applicable. In some instances, a voluntary transfer and the placement of a "surplus" employee may work in tandem.
- d. If an employee has received a denial of the request and later a vacancy for which he/she is qualified occurs at a requested location, the transfer may be processed in the summer.
- e. Transfers will not be granted after new paraprofessionals return to start school except in extenuating circumstances deemed in the best interest of the District and/or by mutual consent of the principals or supervisors involved and with approval of the personnel director.

## **7. Involuntary Reassignment**

If the request for reassignment is initiated by the principal, immediate supervisor, or superintendent, the employee and other directly affected personnel shall be informed of the reasons for the request.

- a. Seniority for paraprofessionals (teaching assistants, clinic assistants, library assistants, computer lab manager, clerks and secretaries) is established as follows:
  - i. Seniority in the school
  - ii. Seniority in the district
- b. If a paraprofessional position is a “one-of-a-kind” in the school/department, there would be no “surplus” unless the position itself is eliminated.
- c. Positions such as clerk and teaching assistants may be transferred involuntarily based on criteria established by the personnel department. In addition to school/class enrollment, factors that may affect the decision are; mobility, at-risk students, free-reduced lunch students, special programs, etc.
- d. The director/coordinators of certain programs make recommendations to the principals and to the personnel department in regard to the needs of the special program.
- e. A paraprofessional will not be transferred involuntarily more than one time in two years in a position of the same classification; however, this provision would not apply if the employee changes to a paraprofessional position of a different level or classification.

## **C. TERMINATION PROCEDURES**

### **1. Termination of Employment**

Paraprofessional employees shall have no property rights in their employment and may be dismissed at will. The Board, through its designee, may terminate the employment relationship at any time, for any reason, except as otherwise provided by law and Board Policy. [DCD(LEGAL)]

### **2. Suspension With or Without Pay**

Non-contract employees may be suspended with or without pay or placed on administrative leave by the Superintendent or designee during an investigation of alleged misconduct by the employee or at any time the Superintendent or designee determines that the District’s best interest will be served by the suspension or administrative leave.

### **3. Dismissal**

Non-contract employees who are dismissed may request review of that decision through the process set out in DGBA(LOCAL).

Employee absenteeism for a period of three continuous working days without notification to the appropriate supervisor will be grounds for termination of employment and all related benefits.

### **4. Retirement**

Information concerning retirement through the Teacher Retirement System of Texas is available in the personnel office.

### **5. Exit Interview form (DOE-E)**

The exit interview form shall be required, regardless of the reason for the

termination. An exit interview shall be conducted with every employee who leaves employment with the District regardless of the reason. The following provisions shall apply:

- a. The employee writes the letter of resignation, gives a copy to his/her principal or supervisor, and discusses the resignation.
- b. The principal will inform the employee of the requirement to make an appointment with the appropriate personnel director.
- c. During the exit interview, the employee will submit the letter of resignation and fill out the Exit Interview form (DOE-E).

#### **D. PROCEDURES USED TO MOVE SURPLUS PARAPROFESSIONALS**

In the staffing process with the directors of personnel, the principals or supervisor determines the number of staff members needed in each department to meet the school's needs. This determination is based on enrollment projections, certification requirements, and building needs.

Any paraprofessional(s) not needed will be declared *surplus* or *potential surplus*.

The procedures for transferring a surplus paraprofessional will be as follows:

1. The principal will inform the paraprofessional.
2. The paraprofessional will fill out a Transfer Request from entitled Involuntary Transfer Preference Form and will sign it.
3. The principal will also sign the form and will submit it to the Personnel Office. This may occur after the deadline date for other transfer request.
4. The paraprofessional will schedule an interview with the director of personnel services.
5. When the director identifies an appropriate vacancy, the paraprofessional will interview with the principal of the school where the vacancy exists unless the principal has previously interviewed the employee.
6. With the principal's agreement, the placement will be made; the principal or the director of personnel will inform the employee.
7. The director of personnel will initiate the required paperwork; it is not necessary for the employee to come to the Personnel Office.

#### **Conditions related to involuntary transfers**

1. Surplus employees will be given precedence over voluntary transfers; however, the placements may work concurrently, *i.e.*, granting a voluntary transfer request may create an appropriate placement for a paraprofessional.
2. A surplus employee who has been transferred will be eligible to return to the former location the next year if a vacancy occurs for which he/she is certified/qualified. The employee should indicate the desire to return to the former location by filing out a Transfer Request form and going through the regular transfer process.
3. A paraprofessional will be involuntarily transferred as a result of surplus only once in a two-year period.

### **PROFESSIONAL COMMUNICATION COMMITTEE**

#### **A. Policy**

It shall be the purpose of this communication policy to establish an advisory process

whereby professionals may provide input to the superintendent for consideration by the Board as it formulates policy. The communication Policy shall in no way infringe upon, limit, or otherwise affect the Board's exclusive power to manage and govern the schools of the District granted by *Texas Education code 23.26(b)*

The communication policy shall be applicable to all professionals of the District of organizational membership or affiliation.

This policy shall provide an official communication channel, but shall not replace other existing communication policies or procedures officially established in the District. The Communication Committee shall not consider matters for which other such communication channels exist.

**B. Scope**

The scope of the communication policy shall be limited to wages, salaries, hours of work, benefits (excluding matters pertaining to insurance or tax-sheltered annuities), and conditions of work of district-wide impact to professional employees.

Final determination shall be made by the Superintendent in cases of disputes over whether or not a particular committee recommendation is within the scope of the Communication Committee.

**C. Representation**

The number of elected representatives on the Communication Committee shall be no more than 13, allocated according to the following four employee representative categories:

Senior high school teachers	three representatives
Junior high school teachers	three representatives
Elementary school teachers	six representatives
Professional support staff	one representative

The Superintendent will designate a representative to serve as a nonvoting member of the committee for one-year period. The representative will provide information to the committee and, at the will of the committee, will carry concerns to the Superintendent or appropriate designee. This will in no way limit the committee from carrying concerns to the administration through the subcommittees of the Communication Committee.

**D. Officers**

At the first regular meeting of each school year, the Communication Committee shall elect a chairperson, vice chairperson, and a secretary/treasurer. The chairperson shall be a voting member of the committee. In the absence of the chairperson, the vice chairperson shall assume the duties and functions of the chairperson. If an officer, including the chairperson, vacates his/her position, the committee shall hold a special election to fill that office from within the committee.

**E. First Meeting of the Year**

The first regular meeting of the Communication Committee each year shall be held on the Thursday after the first October Board meeting. A calendar of regular meetings for the remainder of the school year shall be established by the committee at that time.

**F. Procedure**

Any employee may obtain Communication Committee agenda item request forms from

the Communique located on the AISD Intranet under Forms and Documents. This form may be completed and submitted to any committee member requesting discussion of a specific item.

## **PARAPROFESSIONAL COMMUNICATION COMMITTEE**

### **A. Policy**

It shall be the purpose of this communication policy to establish an advisory process whereby paraprofessionals may provide input to the superintendent for consideration by the Board as it formulates policy. The communication Policy shall in no way infringe upon, limit, or otherwise affect the Board's exclusive power to manage and govern the schools of the District granted by *Texas Education code 23.26(b)*

The communication policy shall be applicable to all paraprofessionals of the District of organizational membership or affiliation.

This policy shall provide an official communication channel, but shall not replace other existing communication policies or procedures officially established in the District. The Communication Committee shall not consider matters for which other such communication channels exist.

### **B. Scope**

The scope of the communication policy shall be limited to wages, salaries, hours of work, benefits (excluding matters pertaining to insurance or tax-sheltered annuities), and conditions of work of district-wide impact to paraprofessional employees.

Final determination shall be made by the Superintendent in cases of disputes over whether or not a particular committee recommendation is within the scope of the Communication Committee.

### **C. Representation**

The number of elected representatives on the Communication Committee shall be no more than 14, allocated according to the following four employee representative categories:

- (2) Senior high school paraprofessionals
- (2) Junior high school paraprofessionals
- (2) Elementary school paraprofessionals
- (2) Administration paraprofessionals (including central office, Annex I-V@Hilldale)
- (2) Special Education Instructional Assistants
- (2) Instructional Aides (including Bil/ESL, K, PreK, Classroom teaching assistants and Campus Technology Manager)
- (2) Non-instructional paraprofessional (including Library and Clinic aides, Guidance Technicians, Service Center, Food Service, Transportation, Warehouse, and Special Education Services paraprofessionals)

### **D. Officers**

At the first regular meeting of each school year, the Communication Committee shall elect a chairperson, vice chairperson, and a secretary. The chairperson shall be a voting member of the committee. In the absence of the chairperson, the vice chairperson shall assume the duties and functions of the chairperson. If an officer, including the chairperson, vacates his/her position, the committee shall hold a special election to fill that office from within the committee.

**E. First Meeting of the Year**

The first regular meeting of the Communication Committee each year shall be held on the Thursday after the first October Board meeting. A calendar of regular meetings for the remainder of the school year shall be established by the committee at that time.

**F. Procedure**

Any employee may obtain Communication Committee agenda item request forms from the Communique located on the AISD Intranet under Forms and Documents. This form may be completed and submitted to any committee member requesting discussion of a specific item.

## ***VII***

### ***Miscellaneous Policies***

## **MISCELLANEOUS POLICIES**

### **A. ACTIVITY FUNDS**

Employees should refer to the principal for activity fund procedures.

### **B. SAFEKEEPING OF FUNDS**

Activity funds should be deposited and/or secured by the end of each day. Please refer to the AISD Campus Accounting Manual for specific instructions.

### **C. ADVERTISEMENTS**

Announcements, bulletins, and posters advertising any activity which is neither sponsored by the school, nor closely related to the work thereof, shall be approved by the building principal in cooperation with the office of the director of purchasing.

### **D. PAID ASSEMBLIES**

There shall be no assembly of students during regular school hours in the Arlington schools for which an admission charge is a requirement for attendance.

### **E. DISTRIBUTION OF SAMPLES AND OTHER ADVERTISING MATTER TO STUDENTS**

The school may accept samples or other advertising materials such as book covers, rulers, pencils, etc., when it is of value to the school program.

### **F. RELEASE OF PERSONAL STUDENT INFORMATION**

No information relating to parents and/or students shall be released or posted before the requirements of Section 438(5)(A&B) of the Family Education Rights and Privacy Act (FERPA) of 1974, 20 U.S.C., have been met. This includes, but is not limited to class lists, posted rosters, honor roll lists, etc.

### **G. RELEASE OF STUDENTS FROM SCHOOL**

No child may be released from school at times other than regular dismissal hours except with the permission of the principal of the school. It shall be the responsibility of the teacher in charge of the student to determine that such permission has been granted before dismissal of the student.

## **H. SALESMEN AND AGENTS**

No salesmen or agents shall be allowed to interview students or teachers except with prior approval of the director of purchasing.

## **I. LOAN OF EQUIPMENT AND FURNITURE**

No equipment or furniture shall be loaned to individuals and outside organizations when the loan requires the removal from the premises, except visual education equipment. This equipment may be used when a representative of the school is present and directs the use of the equipment.

## **J. FUND COLLECTING FOR OUTSIDE FIRMS**

Teachers are not permitted to collect funds from students for school pictures or for any other type of similar sales by firms outside the schools.

## **K. ADMINISTRATION OF MEDICATION AT SCHOOL**

Only those medications essential during school hours will be given during the school day. The principal will designate the appropriate staff to administer medication. All medication must be sent in the original container and must be properly labeled. Medication sent in unlabeled containers will not be administered. All medication shall be stored in the clinic in a locked cabinet. No extra medication will be sent home with students (except inhaler). The school nurse may request clarification or written orders before medication will be administered.

Medication will be given at school under the following conditions only:

1. **Elementary students:** Prescription and nonprescription medication may be administered at school in the clinic under the supervision of the designated employee with the specific, written orders from a legal prescriber and written permission of the parent.
2. **Junior and senior high school students:** Prescription and nonprescription medication may be administered at school in the clinic under the supervision of the designated employee with the specific, written orders from a legal prescriber and written permission of the parent.
3. **Senior high school students:** Legal, nonprescription medication may be carried and be administered by the student with written permission of the parent.
4. The first dose of all medications must be given by the parent.
5. The signed "Request for Administration of Medication by School Personnel of Arlington Public Schools" must be received by the school clinic before medication will be administered.

6. Inhalers or other essential medication may be carried for self-administration by a student upon written orders from a licensed health care provider. The "Request for Self-Administration of Medication" form must be completed and submitted to the school nurse. A reserve dosage shall be stored in the clinic. Any student who allows another person to have access to the medication shall no longer be allowed to carry the medication.
7. For any unused medication no longer needed at school:
  - a. An adult must pick up the medication from the clinic.
  - b. Any unused portion will be destroyed according to district policy if not picked up by the last day of school.

#### **L. CRIMINAL HISTORY RECORD INFORMATION AUTHORIZATION**

##### **Arlington ISD will conduct criminal history checks on all employees yearly.**

Texas Education Code §22.083 requires districts to obtain criminal history record information for applicants for employment unless the State Board of Education certified the applicant in the year prior to the application. Texas Education Code §22.083 also enables a district to discharge an employee who did not disclose conviction of a felony or any offense involving moral turpitude and requires districts to report to the Commissioner any information obtained. The Commissioner may cancel or suspend certification.

Texas Education Code §22.083 requires TEA to check criminal history on any applicant for a teaching certificate and exchange any information required by a law enforcement agency from which criminal history is requested. Texas Education Code §22.083 also requires that criminal history record information be kept confidential and that records be destroyed after use.

*To insure the safety of all students, our district will conduct annual criminal record checks on all employees. Periodically employees may be asked to complete a new criminal history record information authorization form.*

#### **M. NEPOTISM POLICY - DBE (LOCAL)**

No person shall be employed by the District who is related within the first or second degrees by affinity or consanguinity to the Superintendent. Any affected employees shall be able to complete the school year before removal of one of the two employees is required.

Employees who are relatives may teach, work and be assigned to the same department, division, campus, school, administrative building, or other facility. However, an employee may not directly supervise or evaluate, or recommend for benefit or for promotion, another employee to whom he or she is related in the first or second degree of affinity or consanguinity. Any two employees who either become related during the school year, or

become affected by a change in supervision status, shall be able to complete the school year before removal of one of the two employees is required. Then, one of the two persons choosing to cause the new relationship shall be reassigned to a different position in the District, if available. Such assignment shall not affect the position of any third persons.

**N. STUDENT DISCIPLINE**

Refer to the *Discipline Management Plan* and *Student Code of Conduct*.

**O. TEACHER RECOMMENDATION FOR EXPULSION**

A teacher may remove from class and recommend for expulsion a student who engages in conduct for which a student may be expelled. If a teacher recommends a student for expulsion, the Board or its designee shall conduct an expulsion hearing. If the Board or its designee decides not to expel the student, and the teacher again recommends the student for expulsion during the same school year, the expulsion hearing may be conducted only by the Board.

**P. SEXUAL HARASSMENT-DIA (LOCAL)**

**Definition**

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

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

**Examples**

***Examples of sexual harassment may include, but are not limited to, sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.***

**Prohibited Conduct**

Employees shall not engage in conduct constituting sexual harassment. District officials or their agents shall investigate all allegations of sexual harassment and officials shall take prompt and appropriate disciplinary action against employees found to engage in conduct constituting sexual harassment.

## Complaint Procedure

An employee who believes he or she has been or is being subjected to any form of sexual harassment shall bring the matter to the attention of the principal or immediate supervisor, in accordance with the procedures in the District's employee complaints policy [see DGBA (LOCAL)]. However, no procedure or step in that policy shall have the effect of requiring the employee alleging harassment to present the matter to a person who is the subject of the complaint. Nor shall a sexual harassment complaint be dismissed because it is not filed within the time lines set out in DGBA (LOCAL).

### **Q. OTHER PROHIBITED HARASSMENT-DIA (LOCAL)**

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

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

### Examples

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

## **R. INTERNET SAFETY AND ACCEPTABLE USE OF GUIDELINES FOR TECHNOLOGY RESOURCES**

The following information is provided so that students, parents and staff are aware of responsibilities involved in the efficient, ethical and legal use of technology resources.

Anyone using a District computer will be required to adhere to all District policies and the *Internet Safety and Acceptable Use Guidelines* in order to be granted access to District technology resources.

Access to the District's electronic communications system is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of administrative regulations governing use of the system and shall agree in writing to allow monitoring of their use and compliance with such regulations and guidelines.

Access to the District electronic communications system, including the Internet, shall be made available to students and employees for instructional and administrative purposes and in accordance with administrative regulations.

Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies.

Electronic mail transmissions and other use of the electronic communications system are not private and may be monitored at any time by designated District staff to ensure appropriate use.

### **1. CONSENT REQUIREMENTS**

- a. Copyrighted software or data may not be placed on any system connected to the District's system without permission from the holder of the copyright. Only the copyright owner, or an individual the owner specifically authorizes, may upload copyrighted material to the system.
- b. No original work created by any District student or employee will be posted on a Web page under the District's control unless the District has received written consent from the student (and the student's parent if the student is a minor) or employee who created the work.
- c. No personally identifiable information about the District student will be posted on a Web page under the District's control unless the District has received written consent from the student's parent. An exception may be made for "directory information" as allowed by the Family Educational Rights and Privacy Act and District policy.

## **2. FILTERING**

- a. The Superintendent will appoint a committee, to be chaired by the assistant superintendent of technology, to select, implement, and maintain appropriate technology for filtering Internet sites containing material considered inappropriate or harmful to minors. All Internet access will be filtered for minors and adults on computers with Internet access provided by the school.
- b. The categories of material considered inappropriate and to which access will be blocked will include, but not be limited to: nudity/pornography; images or descriptions of sexual acts; promotion of violence, illegal use of weapons, drug use, discrimination, or participation in hate groups; instructions for performing criminal acts (e.g., bomb making); and online gambling.

## **3. REQUESTS TO ACCESS A BLOCKED SITE**

The committee will consider request from users who wish to use a blocked site for bona fide research or other lawful purposes. The committee will make recommendation to the Superintendent regarding approval or disapproval for the requested use.

## **4. SYSTEM ACCESS**

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

- a. Students in all grades will be granted access to the District's system as appropriate. Students may be assigned individual accounts.
- b. As appropriate and with the approval of the immediate supervisor, District employees will be granted access to the District's system.
- c. A teacher may apply for a class account and in doing so will be ultimately responsible for use of the account.
- d. Any system user identified as a security risk or as having violated District and/or campus computer use guidelines may be denied access to the District's system.
- e. All users will be required to sign a user agreement annually.

## **5. ASSISTANT SUPERINTENDENT FOR TECHNOLOGY RESPONSIBILITIES**

The assistant superintendent for technology will:

- a. Be responsible for disseminating and enforcing applicable District policies and acceptable use guidelines for the District's system.
- b. Ensure that all users of the District's system complete and sign annually an agreement to abide by District policies and administrative regulations regarding such use. All such agreements will be maintained on file in the principal's or supervisor's office.
- c. Ensure that employees supervising students who use the District's system provide training emphasizing the appropriate use of this resource.

- d. Ensure that all software loaded on computers in the District is consistent with District standards and is properly licensed.
- e. Be authorized to monitor or examine all system activities, including electronic mail transmissions, as deemed appropriate to ensure student safety on-line and proper use of the system.
- f. Be authorized to disable a filtering device on the system for bona fide research or another lawful purpose, with approval from the Superintendent.
- g. Be authorized to establish a retention schedule for messages on any electronic bulletin board and to remove messages posted locally that are deemed to be inappropriate.
- h. Set limits for data storage within the District's system, as needed.

## **6. INDIVIDUAL USER RESPONSIBILITIES**

The following standards will apply to all users of the District's electronic information/communications systems:

- a. The individual in whose name a system account is issued will be responsible at all times for its proper use.
- b. The system may not be used for illegal purpose, in support of illegal activities, or for any other activity prohibited by District policy or guidelines.
- c. System users may not disable, or attempt to disable, a filtering device on the District's electronic communications system.
- d. Communications may not be encrypted so as to avoid security review by system administrators.
- e. System users may not use another person's system account without written permission from the campus or district administrator as appropriate.
- f. Students may not distribute personal information about themselves or others by means of the electronic communications system unless instructed to do so by an administrator, counselor, librarian or teacher for instructional purposes. This includes, but is not limited to, personal addresses and telephone numbers.
- g. Students should never make appointments to meet people whom they meet online and should report to a teacher or administrator if they receive any request for such a meeting.
- h. System users may not use the network for financial or commercial gain, advertising, or political lobbying.
- i. System users must purge electronic mail in accordance with established retention guidelines.
- j. System users may not distribute copyrighted programs or data except with the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright law, District policy, and administrative regulations.

- k. System users may not send or post messages that are abusive pornographic, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal
- l. System users should be mindful that use of school-related electronic mail addresses might cause some recipients or other readers of that mail to assume they represent the District or school, whether or not that was the user's intention.
- m. System users may not waste District resources related to the electronic communications system.
- n. System users may not gain unauthorized access to resources or information.
- o. Students who identify or know about a security problem are expected to convey the details to a teacher without revealing the information to other students.

## **7. VANDALISM**

Any malicious attempt to harm or destroy District equipment or data or the data or another user of the District's system or of any of the agencies or other networks that are connected to the Internet is prohibited. Deliberate attempt to degrade or disrupt system performance are violations of District policy and administrative regulations and may constitute criminal activity under applicable state and federal laws. Such prohibited activity includes, but is not limited to, the uploading or creating of computer viruses.

Vandalism as defined above will result in the cancellation of system use privileges and will require restitution for costs associated with system restoration as well as other appropriate consequences.

## **8. FORGERY PROHIBITED**

Forgery or attempted forgery of electronic mail messages is prohibited. Attempts to read, delete, copy, or modify the electronic mail of other system users, deliberate interference with the ability of other system users to send/receive electronic mail, or the use of another person's user ID and/or password is prohibited.

## **9. INFORMATION CONTENT/ THIRD-PARTY SUPPLIED INFORMATION**

System users and parents of students with access to the District's system should be aware that, despite the District's use of technology protection measures as required by law, use of the system may provide access to other electronic communications systems in the global electronic network that may contain inaccurate and/or objectionable material.

A student who gains access to such material is expected to discontinue the access as quickly as possible and to report the incident to the supervising teacher.

A student knowingly bringing prohibited materials into the school's electronic environment will be subject to suspension of access and/or revocation of privileges on the District's system and will be subject to disciplinary action in accordance with the Student Code of Conduct.

An employee knowingly bringing prohibited materials into the school's electronic environment will be subject to disciplinary action in accordance with District policies.  
[See DH]

#### **10. DISTRICT WEB SITE**

The District will maintain a District web site for the purpose of informing employees, students, parents, and member of the community of District programs, policies, and practices. Request for publication of information on the District web site must be directed to the designated webmaster. The District webmaster will establish guidelines for the development and format of Web pages controlled by the District. No personally identifiable information regarding a student will be published on a Web site controlled by the District without written permission from the student's parent. No commercial advertising will be permitted on a Web site controlled by the District.

#### **11. SCHOOL OR CLASS WEB PAGES**

Schools or classes may publish and link to the District's site web pages that present information about the school or class activities, subject to approval from the webmaster. The campus principal will designate the staff member responsible for managing the campus' web page under the supervision of the District's webmaster. Teachers will be responsible for compliance with District guidelines in maintaining their class web pages. Any links from a school or class web page to sites outside the District's computer system must receive approval from the District webmaster.

#### **12. EXTRA-CURRICULAR ORGANIZATION WEB PAGES**

With the approval of the District webmaster, extracurricular organizations may establish web pages linked to a campus or District web site; however, all material presented on the web page must relate specifically to organization activities and include only student-produced material. The sponsor of the organization will be responsible for compliance with District guidelines for maintaining the web page. Web pages of extracurricular organizations must include the following notice: "This is a student extracurricular organization web page. Opinions expressed on this page shall not be attributed to the District." Any links from the web page of an extracurricular organization to sites outside the District's computer system must receive approval from the District webmaster.

### **13. NETWORK ETIQUETTE**

System users are expected to observe the following network etiquette:

- a. Be polite; messages typed in capital letters are the computer equivalent of shouting and are considered rude.
- b. Use appropriate language; swearing, vulgarity, ethnic or racial slurs, and any other inflammatory language are prohibited.
- c. Pretending to be someone else when sending/receiving messages is prohibited.
- d. Transmitting obscene message or pictures is prohibited.
- e. Be considerate when sending attachments with e-mail by considering whether a file may be too large to be accommodated by the recipient's system or may be in a format unreadable by the recipient.
- f. Using the network in such a way that would disrupt the use of the network by other users is prohibited.

### **14. TERMINATION/REVOCAION OF THE SYSTEM USER ACCOUNT**

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

### **15. DISCLAIMER**

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

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

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

***VIII***

***Teacher Job Description***

## **ELEMENTARY TEACHER**

The elementary classroom teacher is responsible to the Superintendent of Schools for the implementation of school board policies, administrative procedures and appropriate teaching methods relative to the instructional program of the school system. The elementary classroom teacher is under the immediate supervision of the building principal.

The role of the elementary classroom teacher in these three areas is specifically itemized in the following outline:

### **I. Educational Program**

- A. Prepares adequate lesson plans.
  - 1. Plans and provides for a well-balanced program, selecting materials carefully to meet the needs of groups and individual students.
  - 2. Makes assignments that are reasonable, specific and clear, and based on the student's potential to achieve.
  - 3. Plans with other teachers, principal, consultants, team leaders and department heads for more effective teaching; allows flexibility to guide relations with such individuals.
  - 4. Shows evidence of using and developing district curriculum guides, when applicable.
  - 5. Uses the results of evaluation of short term testing in analyzing the effectiveness of teaching techniques, and as a guide in planning future assignments.
  - 6. Is the teacher of record.
  
- B. Motivates and creates interest.
  - 1. Utilizes various teaching strategies and learning resources to motivate and create interest in learning.
  - 2. Shows willingness to develop or experiment with new ideas. Maintains an atmosphere conducive to freedom of thought and creative expression and shows respect for student's opinions and suggestions.
  - 3. Continually seeks new knowledge and attempts to implement this into the instructional program.
  
- C. Uses appropriate modification techniques.
  - 1. Provides modified materials the allow students to successfully complete assignments.
  - 2. Sets an appropriate pace of instruction to ensure optimum learning
  - 3. Uses a variety of teaching strategies to meet students' individual learning styles.

- D. Provides re-teaching – re-teaching is an integral part of the lesson cycle and may occur in many different situations. Some examples include:
  - 1. during direct teach as a teacher checks for understanding.
  - 2. during guided practice as a teacher monitors.
  - 3. during independent practices as students work individually or in cooperative learning groups.
  
- E. Uses skill in discipline in classroom and other areas of assigned responsibility.
  - 1. Maintains control of the classroom appropriate to the learning situation.
  - 2. Assumes responsibility for disciplinary measures unless unusual factors are involved.
  - 3. Leads students to an awareness of acceptable standards of behavior.
  - 4. Shows fairness toward all students and is consistent at all times.
  
- F. Encourages student participation.
  - 1. Uses methods and techniques which stimulate creative expression.
  - 2. Provides for purposeful use of each student's time, according to individual ability.
  - 3. Involves students in the directing and planning of activities compatible with their maturity and experience.
  - 4. Opportunities for the development of responsibility and leadership in and out of the classroom.
  
- G. Submits reports accurately and on time.
  - 1. Uses fair and impartial methods of frequently evaluating each student.
  - 2. Maintains accurate records in compliance with the requirements of the individual school principal, the local school board, and the Texas Education Agency.
  
- H. Shows evidence of proper concern for school property.
  - 1. Keeps room neat, orderly, and attractive.
  - 2. Provides a challenging learning environment through proper use of chalkboards, bulletin boards, display areas, etc.
  - 3. Uses and cares for equipment and teaching materials properly.
  - 4. Plans and makes necessary arrangements in advance for materials and equipment needed for each learning situation.

## II. Professional Relationships

### A. Maintains good relations with the District.

1. Shows a high regard for the entire school system in general.
2. Supports and complies with policies of individual school as well as Arlington Independent School District.
3. Is willing to assume a share of the responsibilities for the total school program.
4. Speaks kindly of job assignment and place of employment.
5. Uses professional information discreetly.
6. Recognizes the importance of, and deals understandingly with, the all employees in the school system.

### B. Cooperates with other teachers and administrators in meeting demands of the total school program.

1. Is willing to accept responsibilities in staff development activities.
2. Participates willingly in in-service education.
3. Is willing to share ideas and methods with fellow teachers.
4. Respects group decisions.
5. Is loyal to co-workers.
6. Accepts services of consultants and principals.
7. Evaluates own teaching effectiveness courageously, accurately and impartially.

### C. Attends professional meetings.

1. Is regular in attendance and displays professional conduct at meetings where presence is expected.
2. Is a participating member of appropriate professional organizations.

### D. Maintains good relations with students, parents, teachers, administrators, etc.

1. Is professional in attitude and comments about students, school colleagues, the administration, etc.
2. Communicates with parents regarding group goals and accomplishments as well as individual problems and/or progress.
3. Deals with the parent in a fair and impartial manner, assuming that the parent is interested and wants to do what is best for the child.

### E. Shows an interest in community affairs.

1. Is knowledgeable about community affairs and participates whenever possible.
2. Has an awareness of the problems of our changing society.
3. Aids in establishing and maintaining a good relationship between school and community.

### III. Personal Characteristics

- A. Is well groomed and appropriately dressed.
  - 1. Recognizes that a pleasing personal appearance adds to classroom morale.
  - 2. Possesses adequate physical vitality and alertness.
- B. Is punctual at work and for meetings.
  - 1. Strives to be punctual and reliable in the classroom and at meetings.
  - 2. Uses professional judgment about absences from work.
  - 3. Possesses the stamina to maintain regular attendance and meets daily school obligations.
- C. Has a well-modulated voice and uses proper English.
  - 1. Speaks in a pleasant, natural, and well-modulated voice.
  - 2. Uses proper and correct grammar.
  - 3. Attempts to correct personal habits and mannerisms that detract from effective teaching.
- D. Has self-confidence, stability and adaptability.
  - 1. Exhibits patience, poise, maturity, and flexibility.
  - 2. Maintains appropriate self-control.
  - 3. Is receptive to constructive criticism and change.
  - 4. Shows evidence of ability to inspire and challenge students and associates to greater performance.
- E. Shows initiative and resourcefulness.
  - 1. Possesses integrity.
  - 2. Works to potential.
  - 3. Accepts challenges imaginatively; attempts to innovate and develop constructive ideas and actions.
- F. Shows tolerance and has a sense of humor.
  - 1. Approaches situations open-mindedly.
  - 2. Gives full consideration to majority and minority opinions and welcomes differences in viewpoints.

G. Exhibits common sense and makes reliable decisions.

1. Shows evidence of ability to cope with unpredictable and intangible situations and problems.
2. Is able to base decisions and actions on practical, common sense judgments.

H. Uses tact and diplomacy to maintain a positive attitude.

1. Is a warm, genuinely sincere person and meets others on a courteous level of mutual self-respect.
2. Is optimistic and demonstrates a high degree of enthusiasm.

## **SECONDARY TEACHER**

A secondary teacher is one who transmits the values, needs and heritage of a culture and a society to the learner primarily through the fundamental structures of given disciplines. The teacher, within the context of a learning community, ideally enables the learner to become a responsible participant as well as an architect of his society.

### **Five Major Functions:**

1. Equip students with basic knowledge within their particular field.
2. Assist students in developing a process for the synthesis of basic concepts into generalizations and applications.
3. Equip students with skills necessary to find materials and information on their own.
4. Help students translate knowledge into a practical, usable form.
5. Is the teacher of record.

## **TEACHING PROCESS**

### **Planning**

*The teacher:*

1. has well written and well organized plans; plans for the use of a variety of materials, techniques and individual differences among students.
2. organizes long-range goals and develops the weekly and daily plans within this framework.
3. provides for effective class group and individual needs, abilities, and interests which are flexible to meet changing situations.
4. makes necessary arrangements in advance for audio-visual and instructional equipment.
5. plans for suitable use of visual aids, materials, and community resources to provide an interesting and informative program for students.
6. keeps current lesson plans for substitute teachers.
7. adapts plans to changing circumstances, using contributions and suggestions of students as well as an own awareness of the "teachable moment."
8. plans evaluative procedures such as exams and student exercises to correspond with the general objectives.

9. plans course content to be consistent with the purpose and scope of the subject taught and to fit within the framework of the curriculum guide.
10. plans course content consistent with philosophy of education.
11. updates course content sufficiently each year.
12. implements instructional objectives which encourage appropriate higher levels of thinking.

## **Instruction**

### *The teacher:*

1. directs and evaluates the learning experiences of the students in all activities of the school area for which the teacher is responsible.
2. has a superior knowledge of and broad background in the subject matter taught; is well informed concerning the latest developments in field taught; is reasonably well informed in related areas.
3. creatively presents subject matter which embraces the needs, abilities, and interests of students; uses a wide variety of materials in an effective manner.
4. makes challenging, clear and effective assignments.
5. consistently uses effective oral and written expression by practicing correct grammar and English in a pleasing voice with vocal variety.
6. inspires students to strengthen and develop cultural and ethical values.
7. helps to clarify for students the meaning of experiences of life in society.
8. presents lessons enthusiastically and interestingly with provisions for individual differences among students.
9. stimulates the political, social, emotional, and vocational maturation of students through the provisions of appropriate co-curricular activities and clubs as supplements to the curriculum.
10. provides ample opportunities for clear, accurate, complete and pertinent expression of ideas.
11. emphasizes a sequential development of fundamental skills and stresses competency in their use.
12. encourages a high quality of performance consistent with the individual's ability.
13. assists students in consistently appraising their work, helping each student to develop the ability to evaluate his own progress and to involve him in evaluation process.
14. makes good use of audio-visual equipment where appropriate.
15. reflects stated philosophy of education through teaching procedure.
16. presents course material as truthfully as possible - - not as propaganda or material that must be covered, but honestly, with regard to both positive and negative elements involved.
17. makes primary teaching methods (i.e. lecture, group work, discussion, etc.) best suited to abilities.
18. feels that what is taught is important and interesting.
19. adequately covers course objectives and enables the students to find weaknesses through evaluation process.
20. evaluates student performance and reports results to parents at time established by school administration.
21. uses results of evaluation in analyzing effectiveness of teaching and in planning future instruction.

## **Classroom Management**

### *The teacher:*

1. maintains control, handles routine discipline problems, is firm and consistent, but friendly; is self-confident in management of students.
2. keeps accurate student accounting records in keeping with requirements of the school district.
3. does not often find it necessary to take students to the office for disciplinary infractions.
4. arranges desks and tables in a manner that is suited physically to content of course and method of instruction.
5. encourages students to show school pride in classroom, building(s), facilities and campus.
6. prepares classroom in a manner which is conducive to a successful learning and study environment.
7. has few student complaints about excessive discipline, unfair or unequal punishment, or too much negative reinforcement by teacher.
8. exhibits a non-threatening, open, and positive attitude towards students.
9. ensures that personal rights and respect for all people in the classroom be recognized.
10. treats students according to their level of maturity.
11. has classroom rules and procedures that are conducive to a good learning environment.
12. maintains class rules and procedures that encourage growth, maturity, and a sense of responsibility in students.

## **Professional Responsibilities**

### *The teacher:*

1. exercises professional judgment in absences from work.
2. understands practices and promotes acceptance of standards of professional conduct consistent with Teacher's Code of Ethics.
3. uses professional judgment in supporting established administrative policies and directives.
4. engages in on-going self-evaluation of effectiveness as a teacher.
5. supports and participates in professional organizations.
6. is willing to share ideas and methods with fellow teachers.
7. is receptive to constructive criticism and change.
8. promotes the total school program and continually works for its improvement.
9. plans with other teachers, supervisors, principal, consultant and/or department heads for more effective teaching.
10. accepts reasonable extra-curricular responsibilities.

## HUMAN RELATIONS

### Teacher-Student

*The teacher:*

1. is consistently fair and impartial; bases praise and criticism on fact.  
(Criticism is constructive; individual students are not excessively criticized; confidence of student is maintained.)
2. maintains an atmosphere conducive to freedom of thought and creative expression, and shows respect for student opinions and suggestions.
3. recognizes and fosters each student's worth and dignity.
4. encourages in students an appreciation for civil rights and responsibilities of our democratic institutions.
5. demands a reciprocal respect for the beliefs and opinions of all students.
6. is conscious of the impact of his/her influence on students and consequently uses influence in a responsible manner.
7. provides opportunities in and out of class for the development of leadership and cooperation among students.
8. sets an example of socially acceptable behavior for students in the school.
9. approaches students as one human being to another, rather than through a more formal teacher-student relationship.

### Teacher-Teacher

*The teacher:*

1. observes and exhibits a professional and positive attitude toward his/her position and that of colleagues.
2. demonstrates a respect and loyalty toward colleagues.
3. promotes harmony and rapport with others.
4. is careful to avoid unfair criticism of colleagues around others.
5. respects richness and diversity of teaching methods and philosophies of others.
6. recognizes worth of all disciplines.
7. is willing to offer his experience and training to others, especially to beginning teachers.
8. cooperates with staff to improve educational process within school.
9. observes Code of Ethics regarding confidential information and expects other do so.
10. protects colleagues from unwarranted criticism from public and students.

### Teacher-Supervisor

*The teacher:*

1. meets and holds classes according to the assignment in the master schedule. (Any departure from the assignment must be approved by the principal.)

2. offers assistance in formulating administrative policies; seeks to understand and support administrative decisions.
3. seeks to establish a friendly, open relationship with supervisor.
4. accepts responsibilities and duties assigned by his supervisor in a professional manner.
5. is receptive to constructive criticism and uses it to advantage.
6. supports supervisor and maintains loyalty to him/her.
7. as far as possible, protects supervisor from unwarranted public criticism.
8. recognizes and respects supervisor's role of leadership and responsibility.
9. plans with consultants for effective teaching.

### **Teacher-Community**

*The teacher:*

1. communicates with parents and community about their curriculum.
2. works cooperatively with parents and administration trying to understand their problems and points of view.
3. uses community resources, people and places to enrich subject matter presentation.
4. participates and cooperates actively in civic and community affairs.

## **ELEMENTARY TEAM LEADERS**

### **A. PRIMARY PURPOSE**

A Team Leader is a classroom teacher appointed by the respective principal in consultation with the personnel department. The Lead Teacher will work under the direction of the principal to maintain and improve the goals, methods and activities that have a direct or indirect influence on the quality of learning in students.

### **B. QUALIFICATIONS**

1. Preferred three years teaching experience.
2. Must be knowledgeable in subject matter and be active in improvement of instruction in the teaching area.
3. Must have good interpersonal skills.
4. Must be effective in organizational and communication skills.
5. Must actively seek or want the position.
6. Must be member of representative team as defined in Recommended Areas of Leadership. (Example: First grade team leader is first grade teacher)

### **C. SPECIAL KNOWLEDGE / SKILLS:**

1. The ability to be decisive yet cooperative and democratic.
2. Be knowledgeable of the educational needs for the students on the grade level.
3. Have the ability to interpret results of group testing for fellow teachers, parents, and students.
4. Be knowledgeable in methods of training new teachers on the team.
5. Displays tact and diplomacy in working with professional colleagues.
6. Radiates sincerity and enthusiasm for teaching.
7. Demonstrates proficiency in speaking and writing skills.
8. Demonstrates ability to facilitate meetings in a direct and professional manner.

### **D. MAJOR RESPONSIBILITIES AND DUTIES:**

The duties and responsibilities of a lead teacher shall encompass the planning, teaching, and evaluating cycle for instructional programs of the grade level team working cooperatively with other team leaders to facilitate total school communication.

1. Act as a liaison between team members, principal, instructional facilitator(s), librarians, counselors, and support personnel (i.e. dyslexia, reading recovery, etc).
2. Initiate formal and informal team planning on a regular basis.
3. Coordinate responsibilities among team members, utilize different talents of team members.
4. Work with the team to establish a daily schedule.
5. Help to identify student needs and assignment of pupils to groups; carefully evaluate, diagnose, and plan appropriate learning activities for the students.
6. Assist the principal, instructional facilitator(s), librarians, counselors and support teachers (i.e. dyslexia, reading recovery, etc.) in developing and implementing new programs.
7. Plan with the appropriate personnel the coordination of the instructional program for student teachers, student aides, and parent volunteers.
8. Plan parent group meetings and conferences and help maintain rapport between the school and community.
9. Prepare and submit the budget for grade level materials; submit orders for materials during the year.
10. Keep current count of textbooks, workbooks, tests and furniture.
11. Prepare reports for the principal and program coordinators including class rolls, grading, reporting, and register information, lunch count, and many other reports that are required by the curriculum department.
12. Act as an educational liaison to the special education department, Title 1, and other programs; to be knowledgeable of student needs and handicaps; assist team members in modifying program for mainstreaming students.
13. Be available for meetings by the curriculum department and/or building principal on a needs basis. These meetings may extend beyond the regular teaching day.
14. Attend regularly scheduled district wide team leader meetings after school hours when needed.

**E. SELECTIONS/EVALUATIONS**

1. Selection is made by the principal in consultation with the departments of instruction and personnel.
2. A yearly review of team leaders by the principal based on assigned responsibilities and qualifications is recommended.

**F. RECOMMENDED AREAS FOR LEADERSHIP**

1. Team Leaders
  - a. PK-Kdg
  - b. First Grade
  - c. Second Grade
  - d. Third Grade
  - e. Fourth Grade
  - f. Fifth Grade
  - g. Sixth Grade
  - h. Specials (PE, Music, Art)
  - i. Special Education (all programs)
  - j. Bil/ESL as needed

## **DEPARTMENT LEADER-SECONDARY LEVEL**

### **I. ROLE AND PURPOSE**

A department leader is a classroom teacher appointed by the respective principal in consultation with the instruction and personnel department. The department leader will work under the direction of the principal to maintain and improve the goals, methods and activities that have a direct or indirect influence on the quality of learning in students.

### **II. QUALIFICATIONS**

- A. Preferred three years experience.
- B. Must be knowledgeable in subject matter and be active in improvement of instruction in the teaching area.
- C. Must have good interpersonal skills.
- D. Must be effective in organizational and communication skills.
- E. Must actively seek or want the position.

### **III. RESPONSIBILITIES**

- A. Provide leadership in identifying goals and coordinating the department to be consistent with district philosophy.
- B. Oversee implementation of scope and sequence of curriculum and coordinate department and/or level pace.
- C. Collect and forward recommended curriculum changes following evaluation of new guides, textbook adoptions, and new available technology.
- D. Participate in and conduct in-service programs as assigned.
- E. Participate in called department meetings with the principal; organize and chair meetings with the department.
- F. Organize and conduct departmental meetings at least once each six weeks, submitting a written agenda to the principal prior to the meeting.
- G. Accept student teachers as needed.
- H. Assume responsibility for inter- and intra-departmental communication.
- I. Serve as resource person to members of the department and substitutes in areas of curriculum and instruction.
- J. Coordinate level leaders and serve as level leader for the specific subject area of assignment.
- K. Submit the department budget and allocate supplies and equipment as needed.
- L. Act as liaison between campus and department of secondary instruction.
- M. Help to identify student needs and carefully evaluate, diagnose, and plan appropriate instructional strategies for the students.
- N. Attend all meetings called by the curriculum department and/or building principal. These meetings may extend beyond the regular teaching day.
- O. Perform other departmental duties as assigned by the principal.

#### **IV. SELECTIONS / EVALUATIONS**

- A. Selection is made by the principal in consultation with the department of instruction.
- B. A yearly review of department leaders by the principal based on assigned responsibilities and qualifications is recommended.
- C. In the event no one qualifies, an acting department leader or level leader may be appointed by the principal with the superintendent's approval.
- D. Interested teachers who are not selected may send their requests to be considered to the instruction department.

#### **V. RECOMMENDED AREAS FOR LEADERSHIP**

##### **1. Department Leaders in Senior High School:**

- a. Language Arts
- b. Math
- c. Science
- d. Social Studies
- e. Business
- f. Foreign Language
- g. P.E./Health/Driver Education
- h. Vocational Education
- i. Fine Arts (Music, Art, Speech, Drama)
- j. Credit Recovery
- k. Special Education
- l. ESL (must have 3 or more teachers)

##### **2. Department Leaders in Junior High School:**

- a. Language Arts/Foreign Language
- b. Math
- c. Science
- d. Social Studies
- e. P.E.
- f. Special Education
- g. Liaison to serve Business, Art, Music, and Computer Literacy
- h. ESL (must have 3 or more teachers)

## **VI. COMPENSATION FOR DUTIES**

Department Leaders will receive compensation for the additional tasks. It should be anticipated that some duties will require time after school hours, travel to administrative offices and other campuses. Department Leader will serve as Level Leader for subject area which she/he teaches, but will receive compensation for department leadership only.

### **LEVEL LEADER-SECONDARY LEVEL**

#### **I. ROLE AND PURPOSE**

A level leader is a classroom teacher appointed by the respective principal in consultation with the instruction and personnel departments. The level leader will work under the direction of the principal and department leader to maintain and improve the goals, methods and activities that have a direct or indirect influence on the quality of learning in students.

#### **II. QUALIFICATIONS**

- A. Must have three years experience.
- B. Must be knowledgeable in subject matter and be active in improvement of instruction in the teaching area.
- C. Must have good interpersonal skills.
- D. Must be effective in organizational and communication skills.
- E. Must actively seek or want the position.

#### **III. RESPONSIBILITIES**

- A. Provide leadership in identifying goals and coordinating the level to be consistent with district philosophy.
- B. Oversee implementation of scope and sequence of curriculum and coordinate level pace.
- C. Assist in collecting and forwarding recommended curriculum changes following evaluation of new guides, textbook adoptions, and new available technology.
- D. Participate in and conduct in-service programs as assigned.
- E. Participate in called department meetings and chair level meetings.
- F. Accept student teachers as needed.
- G. Assume responsibility for departmental communication at designated level.
- H. Serve as resource person to members of the level, interdisciplinary team, department, and substitutes in areas of curriculum and instruction.
- I. Coordinate teachers in designated level.
- J. Assist in compiling and submitting the departmental budget and allocating supplies and equipment as needed.
- K. Help to identify student needs and carefully evaluate, diagnose and plan appropriate instructional strategies for students.
- L. Act as a liaison between grade levels and the department.
- M. Perform other departmental duties as assigned by the principal which may include being a subject area coach.

#### **IV. SELECTIONS / EVALUATIONS**

- A. Selection is made by the principal in consultation with the department of instruction.
- B. A yearly review of level leaders by the principal based on assigned responsibilities and qualifications is recommended.
- C. In the event no one qualifies, an acting level leader may be appointed by the principal with the superintendent's approval.
- D. Interested teachers who are not selected may send their requests to be considered to the instruction department.

#### **V. RECOMMENDED AREAS FOR LEADERSHIP**

Level Leaders in Senior High School:

- 1. English (3)
- 2. Science (3)
- 3. Social Studies (3)
- 4. Math (3)

Level Leaders in Junior High School:

- 1. English (1)
- 2. Science (1)
- 3. Social Studies (1)
- 4. Math (1)

#### **VI. COMPENSATION FOR DUTIES**

Level Leaders will receive compensation for the additional tasks. It should be anticipated that some duties will require time after school hours. Department Leader will serve as Level Leader for subject area which she/he teaches, but will receive compensation for department leadership only.

#### **VII. MENTOR PROGRAM FOR BEGINNING TEACHERS**

The State Board of Education has specified that all beginning teachers with zero years of creditable experience be assigned a mentor teacher.

##### **Purpose of the Mentor Program:**

- To help first-year teachers begin their teaching career in a positive manner.
- To help first-year teachers feel welcome and an important part of the school team.
- To assist first-year teachers in their adjustment to performing as a professional teacher and being responsible for student growth and achievement.
- To orient first-year teachers to the district's mission, goals, policies, and procedures.
- To assist those new to Arlington in becoming familiar with the community.

**Mentor Responsibilities:**

To provide technical, logistical, and emotional support to beginning teachers.

**Selection of Mentors:**

The mentor is the key to a successful support system for beginning teachers. It is extremely important that mentors have the personal and professional qualities necessary to serve as a positive role model as well as a desire to accept the position willingly.

The principal will appoint an experienced teacher to serve as a mentor. The mentor should be in the same department at the secondary level or the same grade level for elementary.

# ***IX***

## ***General Information***

## ***TEXTBOOK SERVICES***

***Textbook Services is located at Annex I, 1200 W. Arkansas Lane.***

The following are several facets of the Textbook Program in the Media Department:

- a. Textbook adoptions
- b. Textbook accounting
- c. Ordering textbooks
- d. Assembling and returning to Austin all designated books at the proper time.
- e. Receiving and distributing new books
- f. Providing the appropriate books for each student

Textbooks, teacher resource binders and other ancillaries which are currently in adoption are housed at the AISD Service Center for teacher/administrator checkout. Each campus has an official designated textbook custodian (often an assistant principal) whom the teacher contacts for textbook requests.

## ***STUDENT CUMULATIVE RECORDS***

***Records Management and Transcript Services are responsible for archiving all student cumulative records. Transcripts of students who have received high school credit are scanned and kept permanently by Transcript Services. Records Management stores all student cumulative records for seven years where upon they are destroyed according to the retention schedule approved by the Texas State Library.***

## **LIBRARY SERVICES**

The Library Services Department is located at 1200 West Arkansas Lane (*Annex I*). The general purpose of the department is to provide support and direction for the library/media program in each elementary and secondary school and to provide materials and services to the teachers and staff of the district.

Library Services include:

1. Establishing a central library with a balanced collection of library materials to supplement the total instructional program;
2. Directing central acquisitions and processing of materials;
3. Working with teachers and consultants in the selection and use of all types of library materials in order to contribute to the teaching program; and
4. Providing materials, ***online resources***, and services for teachers and support staff through the professional library.

The school library is a source of learning experiences for each campus. The staff shall provide the following:

1. An ongoing program designed to teach and help students and faculty members to use library materials and services;
2. Access to materials, *electronic resources*, and services to facilitate and extend learning *and develop information literacy skills*;
3. Assistance to students and teachers in producing their own instructional materials;
4. Reference and bibliographic services *in print, non-print, and electronic formats* to help students and teachers locate information and materials within the local library media center and from other sources; and
5. Consultation and in-service programs to faculty members concerning use of library media resources.

### **INSTRUCTIONAL TECHNOLOGY**

The mission of AISD’s Instructional Technology Department is to provide staff development and ongoing support that:

1. Enables teachers to effectively integrate technology into the curriculum;
2. Ensures that students and teachers are proficient at Technology Applications TEKS and national standards;
3. Enables all staff to use technology to efficiently perform job responsibilities.

To achieve the mission the department works closely with the Texas Education Agency, the State Board for Educator Certification, the Regional Education Service Center, district and campus administrators, curriculum coordinators and specialists, department and level leaders, campus technology trainers, high school curriculum and technology integration mentors, junior high computer literacy teachers, and building technology contacts.

For more information access the district website ([www.aisd.net](http://www.aisd.net)). Then select Departments – Instructional Technology.

### **GUIDANCE AND COUNSELING SERVICES**

School counselors are assigned to work as guidance and behavior specialists with four major areas of responsibility:

- Guidance Curriculum
- Individual Planning
- Responsive Services
- System Support

The developmental guidance program must include the following four components:

- (1) a guidance curriculum to help students develop their full educational potential;
- (2) a responsive services component to intervene on behalf of any student whose immediate personal concerns or problems put the student's continued educational, career, personal, or social development at risk;
- (3) an individual planning system to guide a student as the student plans, monitors,

- and manages the student's own educational, career, personal, and social development;
- (4) system support to support the efforts of teachers, staff, parents, and other members of the community in promoting the educational, career, personal, and social development of students. Sec. 33.005

### **Secondary Special Education Counselor**

The primary purpose of the special education counselor is to provide student and parent counseling, individually and in groups, concerning problems related to the student's handicapping condition. The counselor serves as liaison between parents, school, and community agencies and assists in the collection and analysis of appraisal data pertaining to the educational needs of the students. The counselor shall coordinate special education counseling with the rest of the school guidance program and assist administrators as requested.

### **STANDARDIZED TESTS**

Standardized tests are an important facet of the Arlington Independent School District program of student appraisal and evaluation. Objective test data is an invaluable aid in the continuous scrutiny of curriculum and teaching effectiveness. Furthermore, tests are invaluable aids in facilitating better understanding of the individual student.

In the elementary schools, standardized test results are interpreted to parents and students by the classroom teacher, the school counselor, or the school principal. The interpretation of test results should be in accordance with in-service training concerning test interpretation.

In the secondary schools, standardized test results are interpreted to parents and students by, under the direction of, or in conference with, the school counselor.

### **G.E.D. PROGRAM**

The G.E.D. Program is planned as an extension of the comprehensive at-risk plan called Realizing Academic Potential (RAP). Students are provided classroom strategies, campus programs and district-wide alternatives in order to provide positive academic success. Faculties, counselors and administrators consult with students and their families to cooperatively plan an alternative to dropping out of school.

The program is housed at Venture Alternative Program campus. An admissions committee of the district testing coordinator, the Venture principal and the G.E.D. teacher reviews the applications and admits students who meet the eligibility criteria.

### **HOME-SCHOOL PROGRAM**

The Home-School program is a special administrative service to students in grades K-12 of the Arlington Public Schools. Referrals can be made to the Home-School Coordinator by any school administrator.

## **Role of the Home-School Coordinator**

1. Serve as the School Attendance Officer to investigate possible attendance violations and to warn parents and students of the Texas Compulsory Attendance Law requirements. The Compulsory Attendance Law requires that "every child in the state who is as much as seven years of age and not more than 17 years of age shall be required to attend... school... by law a minimum of 165 days of the regular school term" unless properly exempted by law. "Any parent or person standing in parental relation convicted of willfully violating this section shall be fined not less than \$5.00 nor more than \$25.00 for the first offense; not less than \$10.00 nor more than \$50.00 for the second offense and not less than \$25.00 nor more than \$100.00 for a subsequent offense. Each day the child remains out of school after the warning has been given or the child ordered to school by the juvenile court may constitute a separate offense." (Texas Education Code, Sections: 21.032, 21.033; 4.25.)
2. Serve as the School Court Related Liaison Officer to file cases in court against parents or students who have continually violated the Compulsory Attendance Law. In order to file in court against a parent under the Compulsory Attendance Law, school officials must be prepared to give testimony based on documentation that all reasonable school efforts have been made to help the child and that failure is due to parental inaction.
3. Serve as a liaison with the local police department and Juvenile Probation Department in the following areas:
  - a. To exchange information between the school and the law enforcement agencies.
  - b. To refer cases involving truancy and runaways to the Status Offender Section of the Juvenile Probation Department.
4. Serve as School Social Worker to:
  - a. Have home or office conferences with parents and students.
  - b. Investigate the environmental conditions of the home.
  - c. Make appropriate referrals according to need.
5. Serve as liaison for school referrals to the Department of Human Resources, to the Child Labor Department, and to community counseling agencies.
6. Serve as Consultant/Coordinator to the schools in order to:
  - a. Develop procedures for schools to refer students with attendance or social problems to the Home-School Coordinator.
  - b. Develop and present educational programs to students and/or school personnel in the area of truancy, runaway, and drop-out prevention.
  - c. Develop procedures of follow-up on cases referred by the schools.
7. The Home-School Coordinator is supervised by the Deputy Superintendent.

## **SPECIAL EDUCATION**

### **A. SERVICES**

Special Education seeks to provide the student with a disability with as normalized a school experience as possible while meeting the student's needs for a special education.

Through the provision of specially designed educational and supportive services, the student with a disability shall be educated in the least restrictive instructional setting(s) to assure that the disabled student: (1) is educated to the maximum extent appropriate with non-disabled peers, (2) is placed in a program on the student's home campus, or as close as possible to the student's home and (3) is provided opportunities to participate in school activities on the same basis as non-disabled students.

Special education services are provided at the preschool, elementary, and secondary levels at no cost to parents. The programs and services meet the requirements set by the state and follow the objectives stated in each student's Individual Education Plan.

## **B. DEFINITION**

Disabled students who need special education are defined as students ages 3 through 21, with educational handicaps who are physically handicapped, auditorally handicapped, visually handicapped, mentally retarded, emotionally disturbed, learning disabled, speech handicapped, autistic, or multiply handicapped. All hearing impaired or visually impaired students from birth through 2 will also be eligible to receive a free appropriate public education.

## **C. REFERRAL / ASSESSMENT**

Referral of students for possible special education services shall be a part of the district's overall regular education referral or screening system. In order to refer a student for comprehensive individual assessment, the following information must be submitted in writing:

1. Student's current educational status;
2. Results of home language survey;
3. Documentation and results of previous educational efforts and strategies for the student;
4. Documentation of recent vision and hearing screening;
5. Updated health history inventory; and
6. Information reported or provided by parents.

The purpose of the comprehensive individual assessment is to:

1. Determine presence or absence of a physical, mental, or emotional disability which may be contributing to a student's educational need;
2. Determine the presence or absence of a significant educational deficit requiring special education instructional services; and
3. Identify specific learning competencies in instructional and related services areas.

Upon completion of a comprehensive assessment, a student may be offered special education services by an Admission, Review, Dismissal (ARD) committee of professional personnel qualified to determine such placement after careful consideration of all data available. Before placing a child in a program, an adequate diagnosis must be

made by competent specialists, and a student must meet specific handicapping criteria as determined by state law.

#### **D. SUPPORT SERVICES**

When appropriate, the student with a disability shall remain in the regular education programs, services and activities made available to all students. Special Education support services will be utilized as needed and specified in IEP to maintain successfully the disabled student in regular education. These support services may include as needed:

- Transportation
- Adaptive equipment
- Modified materials
- Helping teachers assistance
- Deaf Interpreter services
- Speech Therapy
- Related services (i.e. counseling, occupational therapy, physical therapy, etc.)
- Diagnostic services

If additional assistance is necessary to serve the disabled student appropriately, the ARD committee will determine what assistance and/or instructional arrangement would be appropriate.

#### **E. INSTRUCTIONAL ALTERNATIVES AVAILABLE ON THE HOME CAMPUS:**

1. **Helping Teacher:** Special Education teacher who works in the regular classroom with the teacher and the disabled student who may exhibit behavioral problems.
2. **Resource Room:** Small, structured class taught by Special Education teacher utilizing specialized materials and methods to provide an individualized program. Subjects taught may include reading, language arts, math, science or social studies or others for less than 50% of the regular school day.
3. **Speech/Language Therapy:** Individual and/or small group instruction designed to remediate communication disorders, taught by Speech.
4. **Itinerant Teacher of the Visually Handicapped:** Individual instruction available to visually handicapped students on a scheduled basis as specified in the IEP.
5. **Vocational Adjustment Class:** Special Education classes at high school designed to develop occupational skills and work experience leading to a special education graduation.
6. **Self-Contained, Mild and Moderate:** Resource class setting for mildly to moderately handicapped students who receive a self-contained program for 50% or more of the regular school day.

7. **Mastery Assistance Center:** The center provides the reteach portion of the Lesson cycle, as needed, after the initial presentation in the general education environment.

## F. INSTRUCTIONAL ALTERNATIVES AVAILABLE ON SELECTED CAMPUSES

These may be accessible to any disabled student as needed and specified by the ARD committee. Transportation will be provided to the campus closest to the student's home which offers the program if the program is not available on the student's home campus.

1. **Early Childhood:** Located at various schools, provides services to three through five years old, generally on a half-day basis.
2. **Skills Programs:**  
*Elementary Skills:* A program designed for elementary aged students who require an alternate curriculum including behavior and socialization skills training in a self-contained instructional setting.  
  
*Intermediate and Senior Skills:* Programs designed for the secondary aged students who require an alternate curriculum with emphasis on functional life skills, vocational adjustment, and supervised job training in a self-contained instructional setting.
3. **Pre-vocational Adjustment Class:** Special Education class alternative for junior high students unable to successfully participate in modified mainstream social studies/science classes.
4. **Deaf Education:** Located on elementary, junior high and senior high campuses, students who have severe auditory impairment are offered individualized small group instruction and interpreter assistance in regular and special education classes.
5. **Social Skills:** Program designed for students with severe disabilities in social, behavior and communication skills who require a highly structured environment.
6. **Child Management:** Highly structured, self-contained, diagnostic classroom designed for temporary placement for the elementary, behaviorally deviant special education student who needs intensive behavior programming to be successful in instruction.
7. **Orthopedically Handicapped:** Partially self-contained classes for students who are severely physically handicapped and in need of a wide variety of adaptive equipment, modified materials and related services.

8. **Preparing for Academic and Social Success –P.A.S.S.:** Highly structured, self-contained special education classes designed to offer individualized instruction and behavior programming for students disabled due to severe emotional disturbance. Students have the opportunity to earn placement in regular or resource classes as they achieve behavioral self-control.

**G. INSTRUCTIONAL ALTERNATIVES AVAILABLE OUTSIDE ARLINGTON CAMPUSES:**

1. **Homebound Instruction:** For students who are expected to be confined for a minimum of four consecutive weeks as documented by the student's physician.
2. **Home Instructional Program:** For students who are determined by a medical doctor to be too medically fragile and developmentally delayed to attend classes on a school campus.
3. **Itinerant Infant Teacher:** To provide services to zero to five years of age students whose developmental levels are such that they are not capable of participating in early childhood classes.
4. **Hospital:** Full academic instruction for students confined to BHC Millwood Hospital.
5. **On-Job Training:** Student is assisted in obtaining and maintaining employment in the community as part of the Vocational Adjustment Class program.

The school district will make available other instructional options as needed to meet unique student needs, based on the ARD committee's recommendation. The director of special education will be notified if a student has unique needs that cannot be met with current available instructional options.

## **PARENT-TEACHER CONFERENCES**

### **A. PURPOSES OF PARENT-TEACHER CONFERENCES**

1. The parent-teacher conference is a valuable source of information and understanding to both the parent and teacher.
2. The conference provides opportunities for parents and teachers to become better acquainted and to combine their efforts in the interest of the student concerned.
3. The conference helps to increase the student's confidence and ability to evaluate performance.

### **B. PREPARATION FOR THE CONFERENCE**

1. Teacher preparation will determine to a large extent the success of the conference.
2. The teacher should assemble all available information so that it will be accessible if needed.
3. Often a talk with the student before the parent conference is helpful. The teacher and the student can help select samples of work to be shown to parents. This will help the student to evaluate work and to feel shared responsibility in the conference.

### **C. TIME**

The amount of time allocated to each conference will be determined by each individual case. It is important to tell the parent the amount of time designated for the conference. Example: The conference will be from 7:30 - 8:00.

### **D. PHYSICAL SETTING**

The conference should occur at a time and place that will assure privacy.

### **E. TECHNIQUES**

1. Make the parent feel welcome.
2. Establish rapport by starting on a positive note. Report something good about the student.
3. Be kind, sympathetic, and tactful if an unpleasant truth must be told, and have evidence to illustrate the point.
4. Remember that parents will often relax and become much more cooperative when they realize that the problems they face are common problems and are often an aspect of the growth and development of the student rather than a result of their own mishandling.

5. Remember a teacher's tone of voice and the accompanying expressions and mannerisms are often just as important as what is said.
6. Encourage the parent to talk freely.
7. Hear criticisms of the school, and plan later visits for parents who are critical of the school program.
8. Be honest.
9. Remember that the ways in which a teacher responds, asks questions, offers advice, and behaves in general have profound and important influences on the feelings of the parent about the school and the teacher.
10. Go into a conference concerning a student's academic progress in school with four questions to be answered:
  - a. Scholastically, where is the student in relation to accepted standards?
  - b. Is he/she capable of doing better?
  - c. What prevents him/her from accomplishing more?
  - d. What are the possible remedies?
11. Do not accuse or blame either the parent or yourself. The situation should be met cooperatively.
12. Say nothing or ask another question if you are not sure of what to say in response to a parent's question or comment.
13. Avoid sentimental sympathy or advice about situations on which you are not competent to give advice.
14. Avoid being frightened by a parent or becoming angry. When a teacher succumbs to these feelings, usually all is lost as far as developing any helpful relationship between parent and teacher.
15. Avoid any comparison of the student with other children, especially a brother or sister.
16. Do not interrupt the parent, especially in disagreement.
17. Avoid open or implied criticism of the parent.
18. Avoid seeming inquisitive about the family and personal matters.
19. Never repeat any matter of a personal nature learned in confidence, and make sure the parent knows this confidence will not be violated.
20. Avoid the use of technical language which might raise a barrier between you and the parent.
21. Refrain from a discussion of your own personal problems. Stay on the subject.
22. Refrain from definite or implied criticism of the school or of other teachers and students.
23. Consult your principal before having conferences where involved problems are to be discussed.
24. Remember, if carefully analyzed and planned, a conference will provide better understanding of a student's situation. Best of all, it could make a positive impact in the student's life--a goal worthy of your effort.

## **F. EVALUATING THE CONFERENCE**

1. Did I receive the parent cordially and make him/her feel welcome?
2. Was the parent's attitude positive?
3. Did I assure the parent that I understood the student?
4. Did we talk about the student's social and intellectual growth as well as physical and emotional health?
5. Did I use language that could be clearly understood by the parent?
6. Did I try to be a good listener as much as possible?
7. Did I help the parent to feel that I share the problem of helping the student?
8. Did I give the parent a true picture of the student's progress in relation to ability?
9. Did I learn ways to help the student?
10. Did the conference end on a friendly note with a hope of future contacts?
11. Did the parent go away feeling that the student was in good hands?
12. What parts of the conference were most successful? Why?
13. Was there anything done during the conference that I would do differently if it were repeated?
14. Is there a need for an additional conference?

## **G. RECORDING THE CONFERENCE**

1. Written records are often a source of valuable information and a means of helping the student.
2. A brief objective summary of the conference should be recorded in writing and placed in the permanent record folder. This record may furnish a background for further conferences. It may become an agenda for future action, or it may provide helpful information in later years.
3. Only written records should be maintained of such conferences unless the teacher secures the parents' permission to record the conference on audio tape.

## **GRADING**

### **A. EVALUATING AND REPORTING**

Evaluating and reporting student progress is a difficult task which requires skill, time and attention. It is generally conceded that no perfect system has yet been devised.

Of all the links between the school and its community, the report to parents is the oldest and most widely used. Depending upon the kind of message it bears, this report builds good or poor public relations; it enlists or alienates the cooperation of students and parents.

A local committee representing teachers at all grade levels, principals, counselors, and consultants conducted an intensive study of grade reporting, resulting in the following policies for evaluating and reporting. It is the responsibility of all professional personnel to see that these policies are practiced.

### **GENERAL PHILOSOPHY OF GRADING IN THE ARLINGTON PUBLIC SCHOOLS**

- A. A grade should represent a fair estimate by the teacher of a student's academic achievement. Adequate numbers of grades each grading period are needed to provide a fair estimate.
- B. A student's grade in any academic area should never be lowered because of behavior. Separate provisions are made for marking citizenship. The academic grade should represent an evaluation of academic progress only.
- C. Grading should help the teacher:
  - 1. Appraise the effectiveness of teaching procedures.
  - 2. Appraise the effectiveness of human relations.
  - 3. Evaluate strengths and needs of each student.
- D. Grading should give the parent the kind of information that will help:
  - 1. To understand the student.
  - 2. To guide the student in making personal and social adjustments.
  - 3. To give support and security to the student.
  - 4. To encourage the student to maximum performance in the academic areas.
- E. Grading should help the student:
  - 1. To evaluate and see the student's progress.
  - 2. To recognize how the student may improve his/her work.
  - 3. To motivate the student to do his/her best.