

Employee Handbook

2020-2021



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2020-21

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I. OVERVIEW

Employee Acknowledgment

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

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

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

I understand that no modifications to contractual relationships or alteration of at-will relationships are intended by this Handbook. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment with the District beyond the term of my current contract. I understand that I have an obligation to inform my supervisor within three calendar days of any arrests, indictments, convictions, no contest or guilty pleas or other adjudication for any criminal charge other than a minor traffic offense, or of any changes in my personal information, such as phone number, address, etc. I understand that I should also access <https://my.cfisd.net>, log in, and go to the employee access center, and make the personal information changes on line. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation.

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

Printed Name

Signature

Date

Building Assignment

Employee No.

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

Mark Henry, Ed.D.
Superintendent of Schools

Dear Cypress-Fairbanks Team Member:

The 2020-2021 CFISD team includes over 16,000 employees who will provide services to the 117,000 students we expect to enroll this year. Each member of the CFISD Team plays a critical and integral role in the education of each student in our district. You are an important player in the “main thing” of CFISD, developing America’s greatest resource – our students.

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

As the superintendent, I am privileged to work in a district that demonstrates commitment to the mission of meeting the needs of the students, the staff and the community. The employees in this district make Cypress-Fairbanks ISD great. This year our theme is “CFISD For All” which will focus on using the talents of all of our individual staff members to make all of our students successful. I look forward to working with you during the 2020-2021 school year.

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

Sincerely,



Mark Henry, Ed.D.
Superintendent of Schools

Introduction

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

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

| | |
|---|----------------------------|
| Board of Trustees and Superintendent | |
| Bob R. Covey, President | Julie Hinaman, Trustee |
| Don Ryan, Vice President | Gilbert Sarabia, Trustee |
| Debbie Blackshear, Secretary | John Ogletree, Trustee |
| Tom Jackson, Trustee | Mark Henry, Superintendent |

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

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

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

OUR VISION...

LEAD

Learn
Empower
Achieve
Dream

OUR MISSION...

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

**CYPRESS-FAIRBANKS
DISTRICT GOALS
2018-19**

GOAL 1: Academic Achievement

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

GOAL 2: Safe and Healthy Environment

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

GOAL 3: Human Capital

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

GOAL 4: Communications and Community Relations

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

GOAL 5: Financial, Technology, and Operations Management

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

II. GENERAL INFORMATION

WHO CAN HELP YOU?

| | | |
|--|--|--------------|
| Certification/Testing: | Human Resources Department..... | 281-897-4099 |
| District Policies/Procedures: | Office of General Counsel | 281-807-8660 |
| Employment/Interviews: | | |
| Admin./Professional..... | Human Resources Department..... | 281-517-2680 |
| Teacher | Human Resources Department..... | 281-897-4050 |
| Paraprofessional..... | Human Resources Department..... | 281-807-8963 |
| Non-contract – Police/Security, Berry Center, Maintenance, Distribution, Printing | Human Resources Department..... | 281-807-8963 |
| Non-contract – Transportation | Westgreen Transportation Center | 713-MY-CFBUS |
| Non-contract – Food Service | Food Production Center..... | 281-517-4548 |
| Non-contract- Operations..... | Operations Department | 281-807-8946 |
| Non-contract – Community Programs/Club Rewind..... | Community Programs Office, Cy-Fair Annex..... | 281-807-8681 |
| Grievances: | | |
| Student | Student Services Department..... | 281-897-4060 |
| Personnel..... | Human Resources Department..... | 281-897-4075 |
| Insurance: | | |
| Professional/Paraprofessional (Employees A-K).... | Insurance Department | 281-897-4138 |
| Professional/Paraprofessional (Employees L-Z).... | Insurance Department | 281-897-4747 |
| Property and Casualty Losses | Risk Management Department..... | 281-897-4339 |
| Annuities..... | Payroll Department..... | 281-897-4092 |
| COBRA..... | Insurance Department | 281-897-4138 |
| Worker’s Compensation | Insurance Department | 281-897-4135 |
| Leaves of Absence: | | |
| Professional, Paraprofessional and Hourly Employee Personal & Sick Leave (FML and Temporary Disability)..... | Human Resources Department..... | 281-897-4099 |
| Professional/Military..... | Human Resources Department..... | 281-897-4030 |
| Media/Communications: | Communications Department | 281-807-8939 |
| Personnel File: | | |
| Professional..... | Human Resources Department..... | 281-517-2680 |
| Professional..... | Human Resources Department..... | 281-517-2679 |
| Paraprofessional/Non-Contract Hourly..... | Human Resources Department..... | 281-897-4033 |
| Professional Development: | | |
| Professional..... | Professional Development Department..... | 281-897-4069 |
| Paraprofessional..... | Human Resources Department..... | 281-897-4034 |
| Resignations/Separations: | | |
| Contract – Professional | Human Resources Department..... | 281-897-4075 |
| Paraprofessional/Non-Contract Hourly..... | Human Resources Department..... | 281-897-4033 |
| Salary/Contracts: | | |
| Professional..... | Human Resources Department..... | 281-897-4099 |
| Paraprofessional/Non-Contract Hourly..... | Human Resources Department..... | 281-897-4033 |
| Payroll..... | Payroll Department | 281-897-4092 |
| Service Records: | | |
| Professional..... | Human Resources Department..... | 281-897-4099 |
| Paraprofessional/Non-Contract | Human Resources Department..... | 281-897-4033 |
| Hourly | | |
| Substitute Office: | Human Resources Department..... | 281-897-4097 |
| Texas Teacher Retirement: | Human Resources Department..... | 281-897-4075 |
| Transfer Procedures: | | |
| Professional..... | Human Resources Department..... | 281-517-2680 |
| Professional..... | Human Resources Department..... | 281-517-2679 |
| Paraprofessional..... | Human Resources Department..... | 281-897-4033 |
| Student Campus | Student Services Department | 281-897-3879 |

DISTRICT EMERGENCY PROCEDURES

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

- ◆ Between 3:30-5:00 a.m., district personnel drive all areas of the district to evaluate road and bridge conditions.
- ◆ The district consults with the Emergency Management Service and monitors forecasts from the National Weather Bureau and local radio and television stations.
- ◆ Cypress-Fairbanks Police Department employees monitor road conditions and a report is given to the superintendent.
- ◆ Superintendent confers with superintendents of surrounding school districts. After evaluating all information, the superintendent makes a decision by 5:30 a.m.
- ◆ Automated calls will be placed to student and employee emergency contact numbers beginning at 5:30 a.m. Email and text messages will be sent at the same time to those with information on file. Employees should update contact information in the Employee Access Center. Information will be posted to the district website, Facebook, Twitter and Instagram and sent to local media.

**Information is also posted on the district website www.cfisd.net
and Comcast cable channel 16 (CFTV)**

Television:

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

Radio Stations:

FM 89.3 (KSBJ), FM 92.1 (KROI), FM 100.3 (KILT), FM 102.9 (KLTN)
AM 740 (KTRH), AM 1010 (KLAT)

Employees are encouraged to monitor these TV and radio stations.

POLICE DEPARTMENT/SECURITY

11200 Telge Road
Cypress, Texas 77429

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

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

OFFICE LOCATIONS

| | |
|--|----------------|
| Berry Educational Support Center | |
| 8877 Barker Cypress..... | (281) 894-3900 |
| Cy-Fair Annex – Community Programs | |
| 22602 Northwest Freeway, Ste. 1, Cypress, 77429 ... | (281) 807-8900 |
| Early Learning Center I | |
| 11711 Falcon Rd., Houston, 77064 | (281) 517-2824 |
| Early Learning Center II | |
| 13935 Smokey Trail, Houston, 77041 | (713) 849-8220 |
| Early Learning Center Barker Cypress | |
| 17544-B Liner Lane, Houston, 77095 | (281) 856-1072 |
| Early Learning Center – Andre Elementary School | |
| 8111 Fry Road, Cypress, 77433..... | (281) 807-8028 |
| Early Learning Center Telge | |
| 11010 Telge Road, Cypress, 77429 | (281)-897-4592 |
| Food Production Center | |
| 11355 Perry Road, Houston 77064 | (281) 897-4535 |
| Instructional Support Center | |
| 10300 Jones Road, Houston 77065 | (281) 897-4000 |
| Janie Scott Printing Center | |
| 12510 Windfern Road, Houston 77064 | (281) 897-4134 |
| Maintenance & Operations Center | |
| 11430 Perry Road, Houston 77064 | (281) 897-4290 |
| Records & Repair Center | |
| 11330 Falcon Road, Houston 77064 | (281) 807-8140 |
| Science Resource Center | |
| 11206 Telge Road, Cypress 77429 | (281) 897-4004 |
| Tax Office | |
| 10494 Jones Road, Ste. 106 Houston 77065 | (281) 897-4014 |
| Transportation Centers: | |
| Barker Cypress Transportation | |
| 17522 Liner Lane, Houston 77095 | (713) MY-CFBUS |
| Falcon Transportation | |
| 11430 Falcon Road, Houston 77064..... | (713) MY-CFBUS |
| Telge Transportation | |
| 11010 Telge Road, Houston 77040 | (713) MY-CFBUS |
| Eldridge Transportation | |
| 7600 North Eldridge, Houston 77041 | (713) MY-CFBUS |
| Westgreen Transportation | |
| 21330 West Campus Drive, Cypress 77433 | (713) MY-CFBUS |
| Windfern Administrative Annex & Distribution Center | |
| 12510 Windfern Road, Houston 77064 | (281) 897-4150 |

WORK SCHEDULES **DISTRICT ADMINISTRATION**

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

CAMPUS ADMINISTRATION

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

TEACHERS AND CAMPUS INSTRUCTIONAL SUPPORT PERSONNEL

Full time employees are generally expected to work eight-hour duty days. Professional campus staff (exempt personnel in accordance with the Fair Labor Standards Act) such as teachers, nurses, media specialists, and athletic trainers are expected to report for duty for at least eight hours each day including a 30-minute lunch break. For specific campus duty hours, refer to the following listing of schools. “Teacher hours” are the minimum hours that teachers are expected to be on duty and available at school, both to teach and so that parents and students can have access to them. As professional employees exempt from the overtime provisions of the Fair Labor Standards Act, teachers do not work specific “hours,” and may be expected to perform work outside the normal “teacher hours” as necessary. For school year 2020-21, instructional paraprofessional support staff (non-exempt personnel in accordance with the Fair Labor Standards Act) such as clinic assistants and instructional aides are expected to report for duty for eight hours and fifteen minutes each day, which includes a 30-minute non-paid lunch break.

SENIOR HIGH SCHOOLS

Bridgeland High School

10707 Mason Road
Cypress, Texas 77433
832-349-7600

Mr. Michael Smith, Principal

Student Hours: 7:20 a.m. – 2:50 p.m.

Teacher Hours: 7:05 a.m. – 3:20 p.m.

Cy-Fair High School

22602 Hempstead Highway
Cypress, Texas 77429
281-897-4600

Ms. Ana Martin, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Cypress Creek High School

9815 Grant Road
Houston, Texas 77070
281-897-4200

Ms. Vicki Snokhous, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:10 a.m. - 3:25 p.m.

Cypress Falls High School

9811 Huffmeister
Houston, Texas 77095
281-856-1000

Ms. Becky Denton, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Cypress Lakes High School

5750 Greenhouse Road
Katy, Texas 77449
281-856-3800

Ms. Catherine (Lanette) Bellamy, Principal

Student Hours: 7:20 a.m. – 2:40 p.m.

Teacher Hours: 7:10 a.m. – 3:25 p.m.

Cypress Park High School

7425 Westgreen Boulevard
Cypress, Texas 77433
346-227-6000

Mr. Chris Hecker, Principal

Student Hours: 7:20 a.m. – 2:50 p.m.

Teacher Hours: 7:05 a.m. – 3:20 p.m.

Cypress Ranch High School

10700 Fry Road
Cypress, Texas 77433
281-373-2300

Mr. Mike Maness, Principal

Student Hours: 7:20 a.m. – 2:50 p.m.

Teacher Hours: 7:10 a.m. – 3:25 p.m.

Cypress Ridge High School

7900 N. Eldridge Pkwy.
Houston, Texas 77041
281-807-8000

Ms. Stephanie Meshell, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:10 a.m. - 3:25 p.m.

Cypress Springs High School

7909 Fry Road
Cypress, Texas 77433
281-345-3000

Dr. Cheryl Henry, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Cypress Woods High School

13550 Woods Spillane Boulevard
Cypress, Texas 77429
281-213-1800

Mr. Garold Kinninger, Principal

Student Hours: 7:20 a.m. – 2:50 p.m.

Teacher Hours: 7:00 a.m. – 3:15 p.m.

Jersey Village High School

7600 Solomon Street
Houston, Texas 77040
713-896-3400

Ms. Maggie Wiley, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Langham Creek High School

17610 FM 529
Houston, Texas 77095
281-463-5400

Mr. Jose Martinez, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

MIDDLE SCHOOLS

Anthony Middle School

10215 Greenhouse Road
Cypress, Texas 77433

281-373-5660

Dr. Vivian Bennett, Principal

Student Hours: 7:20 – 2:50 p.m.

Teacher Hours: 7:00 – 3:15 p.m.

Aragon Middle School

16823 West Road
Houston, Texas 77095

281-856-5100

Mr. Lloyd Turner, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:25 a.m. - 3:40 p.m.

Arnold Middle School

11111 Telge Road
Cypress, Texas 77429

281-897-4700

Ms. Jodi White, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

Bleyl Middle School

10800 Mills Road
Houston, Texas 77070

281-897-4340

Ms. Michelle Provo, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Campbell Middle School

11415 Bobcat Road
Houston, Texas 77064

281-897-4300

Mr. Rashad Godboldt, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

Cook Middle School

9111 Wheatland
Houston, Texas 77064

281-897-4400

Mr. Martin Drayton, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Dean Middle School

14104 Reo Street
Houston, Texas 77040

713-460-6153

Mr. Hoang Pham, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Goodson Middle School

17333 Huffmeister
Houston, Texas 77429

281-373-2350

Mr. Rich Dixon, Principal

Student Hours: 7:2 a.m. - 2:50 p.m.

Teacher Hours: 6:55 a.m. - 3:10 p.m.

Hamilton Middle School

12330 Kluge Road
Cypress, Texas 77429

281-320-7000

Mr. Jason Tullos, Principal

Student Hours: 8:00. a.m. - 3:30 p.m.

Teacher Hours: 7:15 a.m. - 3:30 p.m.

Hopper Middle School

7811 Fry Road
Cypress, Texas 77433

281-463-5353

Ms. Wendi Witthaus, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Kahla Middle School

16212 West Little York
Houston, Texas 77084

281-345-3260

Mr. Virgil Maddox, Principal

Student Hours: 7:20 a.m. – 2:50 p.m.

Teacher Hours: 7:00 a.m. – 3:15 p.m.

Labay Middle School

15435 Willow River
Houston, Texas 77095

281-463-5800

Mr. Michael Contreras, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:25 a.m. - 3:40 p.m.

MIDDLE SCHOOLS, continued,

Rowe Middle School

7611 Westgreen Boulevard
Cypress, Texas 77433

346-227-6220

Ms. Stacia Carew, Principal

Student Hours

Teacher Hours

Salyards Middle School

21757 Fairfield Place
Cypress, Texas 77433

281-373-2400

Ms. Elizabeth Wood, Principal

Student Hours: 7:20 a.m. – 2:50 p.m.

Teacher Hours: 7:05a.m. – 3:20 p.m.

Smith Middle School

19325 Cypress North Houston
Cypress, Texas 77433

281-213-1010

Ms. Becky Koop, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Spillane Middle School

17500 Jarvis Road
Cypress, Texas 77429

281-213-1645

Ms. Jamie Brotemarkle, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Thornton Middle School

19802 Keith Harrow Boulevard
Katy, Texas 77449

281-856-1500

Mr. Reginal Mitchell, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Truitt Middle School

6600 Addicks Satsuma Road
Houston, Texas 77084

281-856-1100

Ms. Yvette Garcia, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

Watkins Middle School

4800 Cairnvillage
Houston, Texas 77084

281-463-5850

Mr. Abe Lozano, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

SPECIAL ASSIGNMENT CAMPUSES

Maybelline Carpenter Center

12508 Windfern Road

Houston, Texas 77064

281-897-4174

Ms. Soul-Lana Singh, Director

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:10 a.m. - 3:25 p.m.

Carlton Pre-Vocational Center

16825 Spring Cypress Road

Cypress, Texas 77429

281-213-1950

Ms. Rhonda Turns, Director

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:05 a.m. - 3:20 p.m.

Alternative Learning Center - East

12508 Windfern Road

Houston, Texas 77064

281-897-4171

Ms. Andrea Lagard, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

The Leonard Brautigam Center

13102 Jones Road

Houston, Texas 77064

281-807-8684

Ms. Martha Strother, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:15 a.m. - 3:30 p.m.

Alternative Learning Center - West

19350 Rebel Yell

Katy, Texas 77449

281-855-4310

Ms. Stacie Wicke, Principal

Student Hours: 7:20 a.m. - 2:50 p.m.

Teacher Hours: 7:00 a.m. - 3:15 p.m.

ELEMENTARY SCHOOLS

Adam Elementary School

11303 Honeygrove
Houston, Texas 77065

281-897-4485

Ms. Stephanie Thomas, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:15 a.m. - 4:30 p.m.

Andre Elementary School

8111 Fry Road
Cypress, Texas 77433

281-463-5500

Ms. Laura Novacinski, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:00 a.m. - 4:15 p.m.

Ault Elementary School

21010 Maple Village Drive
Cypress, Texas 77429

281-373-2800

Ms. Jeffrey LaCoke, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

Bane Elementary School

5805 Kaiser
Houston, Texas 77040

713-460-6140

Mr. Cesar Diaz, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

Bang Elementary School

8900 Rio Grande
Houston, Texas 77064

281-897-4760

Ms. Erwann Wilson, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

Birkes Elementary School

8500 Queenston Boulevard
Houston, Texas 77095

281/345-3300

Ms. Stacie Everson, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:15 a.m. - 4:30 p.m.

Black Elementary School

14155 Grant Road
Cypress, Texas 77429

281-320-7145

Ms. Kyla Mote, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:10 a.m. - 4:25 p.m.

Copeland Elementary School

18018 Forest Heights Drive
Houston, Texas 77095

281-856-1400

Ms. Ann Melancon, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:35 a.m. - 3:50 p.m.

Danish Elementary School

11850 Fallbrook
Houston, Texas 77065

281-955-4981

Ms. Kelly Dalton, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:00 a.m. - 4:15 p.m.

Duryea Elementary School

20150 Arbor Creek Drive
Katy, Texas 77449

281-856-5174

Ms. Tomicka Williams, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:10 a.m. - 4:25 p.m.

Emery Elementary School

19636 Plantation Myrtles Drive
Katy, Texas 77449

281-855-9080

Ms. Michelle Merricks, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:15 a.m. - 4:30 p.m.

Emmott Elementary School

11750 Steepleway Boulevard
Houston, Texas 77065

281-897-4500

Ms. Jessica Hernandez, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:45 a.m. - 4:00 p.m.

ELEMENTARY SCHOOLS, continued,

Farney Elementary School

14425 Barker Cypress

Cypress, Texas 77429

281-373-2850

Ms. Patricia Reilly, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:05 a.m. - 4:20 p.m.

Fiest Elementary School

8425 Pine Falls

Houston, Texas 77095

281-463-5838

Jeanette Gerault, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:10 a.m. - 4:25 p.m.

Francone Elementary School

11250 Perry Road

Houston, Texas 77064

281-897-4512

Ms. Melissa Martin, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:05 a.m. - 4:20 p.m.

Frazier Elementary School

8300 Little River Road

Houston, Texas 77064

713-896-3475

Mr. Michael Pagano, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:10 a.m. - 4:25 p.m.

Gleason Elementary School

9203 Willowbridge Park Blvd.

Houston, Texas 77064

281-517-6800

Ms. Christine Melancon, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:15 a.m. - 4:30 p.m.

Hairgrove Elementary School

7120 N. Eldridge Parkway

Houston, Texas 77041

713-896-5015

Ms. Michelle Lee, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:35 a.m. - 3:50 p.m.

Hamilton Elementary School

12050 Kluge Road

Cypress, Texas 77429

281-370-0990

Ms. Sage Papaioannou, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:05 a.m. - 4:25 p.m.

Hancock Elementary School

13801 Schroeder Road

Houston, Texas 77070

281-897-4523

Ms. Lissa Archuletta, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

Hemmenway Elementary School

20400 West Little York

Katy, Texas 77449

281-856-9870

Ms. Renee Silliman, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:00 a.m. - 4:15 p.m.

Holbrook Elementary School

6402 Langfield Road

Houston, Texas 77092

713-460-6151

Ms. Becky Mendez, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:15 a.m. - 4:30 p.m.

Holmsley Elementary School

7315 Hudson Oak Drive

Houston, Texas 77095

281-463-5885

Ms. Ana Diaz, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:10 a.m. - 4:25 p.m.

Hoover Elementary School

6425 Greenhouse Road

Katy, Texas 77449

832-667-7301

Ms. Michelle Rice, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:15 a.m. - 4:30 p.m.

ELEMENTARY SCHOOLS, continued,

Horne Elementary School

14950 W. Little York Road
Houston, Texas 77084

281-463-5954

Ms. Tracey Bennett, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:00 a.m. – 4:15 p.m.

Jowell Elementary School

6355 Greenhouse Road
Katy, Texas 77449

281-463-5966

Kimberly Criswell, Principal

Student Hours: 8:30 a.m. – 4:00 p.m.

Teacher Hours: 8:00 a.m. – 4:15 p.m.

Keith Elementary School

20550 Fairfield Green
Cypress, Texas 77429

281-213-1744

Ms. Dawn Tryon, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:10 a.m. – 4:25 p.m.

Kirk Elementary School

12421 Tanner Road
Houston, Texas 77041

713-849-8250

Dr. Jennifer Bell, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:00 a.m. – 4:15 p.m.

Lamkin Elementary School

11521 Telge Road
Houston, Texas 77070

281-897-4450

Ms. Gale Parker, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:10 a.m. – 4:25 p.m.

Lee Elementary School

12900 West Little York
Houston, Texas 77084

713-849-8281

Ms. Susan Epperson, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Lieder Elementary School

17003 Keith Harrow Boulevard
Houston, Texas 77084

281-463-5928

Ms. Dinah McMichael, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:00 a.m. – 4:15 p.m.

Lowery Elementary School

15950 Ridge Park
Houston, Texas 77095

281-463-5900

Ms. April Wright, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Matzke Elementary School

10002 Jones Road
Houston, Texas 77070

281-897-9450

Ms. Cathy Jacobs, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:15 a.m. – 4:30 p.m.

McFee Elementary School

19315 Plantation Cove Lane
Katy, Texas 77449

281-463-5380

Ms. Sharon Whitfield, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:10 a.m. – 4:25 p.m.

Metcalf Elementary School

6100 Queenston
Houston, Texas 77084

281-856-1152

Mr. John Steward, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Millsap Elementary School

12424 Huffmeister
Cypress, Texas 77429

281-897-4470

Ms. Joy Dauphin, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:00 a.m. – 4:15 p.m.

ELEMENTARY SCHOOLS, continued,

Moore Elementary School

13734 Lakewood Forest Drive
Houston, Texas 77070

281-370-4040

Ms. Patricia Myers, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Owens Elementary School

7939 Jack Rabbit Road
Houston, Texas 77095

281-463-5915

Ms. Amy Frank, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:15 a.m. – 4:30 p.m.

Pope Elementary School

19019 North Bridgeland Lake Parkway
Cypress, Texas 77433

281-373-2340

Ms. Elizabeth Bradley, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:05 a.m. – 4:25 p.m.

Post Elementary School

7600 Equador
Houston, Texas 77040

713-896-3488

Dr. Karen Stockton, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:15 a.m. – 4:30 p.m.

Postma Elementary School

18425 West Road
Houston, Texas 77095

281-34503660

Ms. Terry Bell, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:10 a.m. – 4:25 p.m.

Reed Elementary School

8700 Tami Renee Lane
Houston, Texas 77040

713-896-5035

Ms. Karen Richardson, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Rennell Elementary School

19500 Tuckerton Boulevard
Cypress, Texas 77433

281-213-1550

Ms. Meredith Akers, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:05 a.m. – 4:20 p.m.

Robinson Elementary School

4321 Westfield Village Drive
Katy, Texas 77449

281-855-1240

Ms. Rocío Braley, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:05 a.m. – 4:20 p.m.

Robison Elementary School

13600 Skinner Road
Cypress, Texas 77429

281-213-1700

Ms. Kelly Gerletti, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:10 a.m. – 4:25 p.m.

Sampson Elementary School

16002 Coles Crossing Drive
Cypress, Texas 77429

281-213-1600

Ms. Heather Motzny, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:25 a.m. – 3:30 p.m.

Sheridan Elementary School

19790 Keith Harrow Boulevard
Katy, Texas 77449

281-856-1420

Ms. Rene McIntyre, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

Swenke Elementary School

22400 Fairfield Place Drive
Cypress, Texas 77433

281-213-1200

Ms. Elizabeth Miller, Principal

Student Hours: 8:00 a.m. – 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

ELEMENTARY SCHOOLS, continued

Tipps Elementary School

5611 Queenston Boulevard
Houston, Texas 77084

281-345-3350

Ms. Kari Hough, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:10 a.m. – 4:25p.m.

Walker Elementary School

6424 Settlers Village
Katy, Texas 77449

281-345-3200

Ms. Kim Dameron, Principal

Student Hours: 8:10 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. – 3:45 p.m.

Warner Elementary School

19545 Cypress North Houston
Cypress, Texas 77433

281-213-1650

Ms. Schonda Kidd, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:15 a.m. – 4:30 p.m.

Wells Elementary School

10607 Mason Road
Cypress, Texas 77433

832-349-7400

Ms. Cheryl Fisher, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:05 a.m. – 4:20 p.m.

Willbern Elementary School

10811 Goodspring Drive
Houston, Texas 77064

281-897-3820

Ms. Connie Roberson, Principal

Student Hours: 8:00 a.m. - 3:30 p.m.

Teacher Hours: 7:30 a.m. - 3:45 p.m.

Wilson Elementary School

18015 Keith Harrow Boulevard
Houston, Texas 77084

281-463-5941

Ms. Tamera Felder, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:15 a.m. - 4:30 p.m.

Woodard Elementary School

17501 Cypress North Houston
Cypress, Texas 77433

281-373-2303

Ms. Susan Brenz, Principal

Student Hours: 8:40 a.m. – 4:10 p.m.

Teacher Hours: 8:00 a.m. – 4:15 p.m.

Yeager Elementary School

13615 Champion Forest Drive
Houston, Texas 77069

281-440-4914

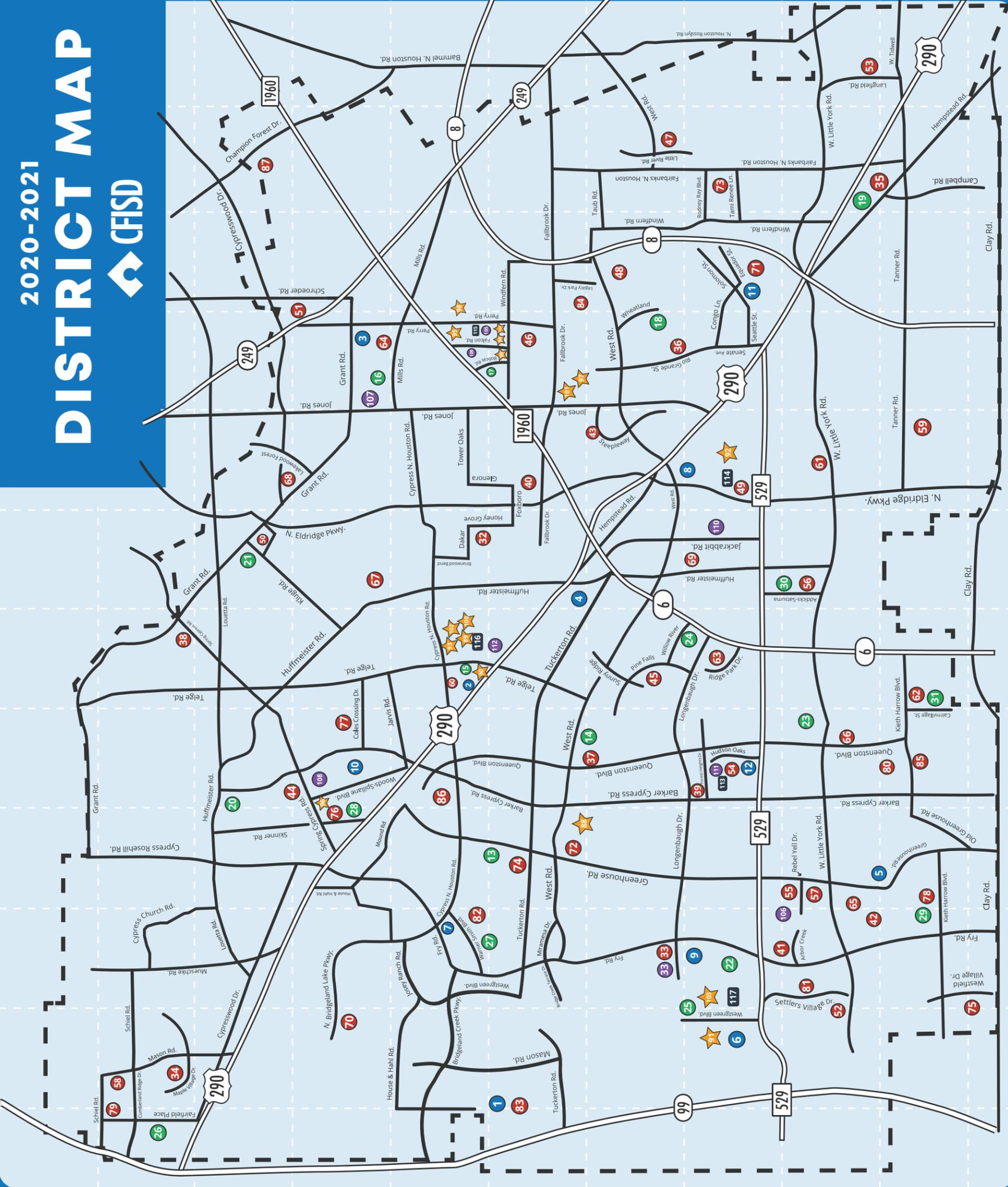
Ms. Laura Barrett, Principal

Student Hours: 8:40 a.m. - 4:10 p.m.

Teacher Hours: 8:10 a.m. - 4:25 p.m.

1 2 3 4 5 6 7 8 9 10 11 12

2020-2021 DISTRICT MAP



Elementary continued

- 62. Liedler, J6
- 63. Lowery, H6
- 64. Matzke, D9
- 65. McFee, I4
- 66. Metcalif, I5
- 67. Millsap, D7
- 68. Moore, C8
- 69. Owens, H7
- 70. Pope, D2
- 71. Post, H10
- 72. Postma, F4
- 73. Reed, H11
- 74. Remell, F4
- 75. M. Robinson, K3
- 76. A. Robinson, D4
- 77. Sampson, D5
- 78. Sheridan, J4
- 79. Swenke, B1
- 80. Tipps, J5
- 81. Walker, I3
- 82. Warner, E3
- 83. Wells, F2
- 84. Willbern, F10
- 85. Wilson, J5
- 86. Woodard, E5
- 87. Yeager, C11

Middle Schools

- 13. Anthony, F4
- 14. Aragon, G5
- 15. Arnold, E6
- 16. Bleyl, D9
- 17. Campbell, F9
- 18. Cook, G9
- 19. Dean, I11
- 20. Goodson, C5
- 21. Hamilton, C7
- 22. Hopper, H3
- 23. Kahla, I5
- 24. Labay, H6
- 25. Rowe, H3
- 26. Salyards, B1
- 27. Smith, F3
- 28. Spillane, D5
- 29. Thornton, J3
- 30. Truitt, I7
- 31. Watkins, J6

District Facilities

- 88. Berry Center and Cy-Fair FCU Stadium, F4
- 89. CFISD Police Dept. / Security, E6
- 90. Cy-Fair Annex, E6
- 91. Cy-Fair Community Health Ctr., H2

Elementary Schools

- 92. Eldridge Ag-Science Ctr., H8
- 93. Exhibit Ctr., E6
- 94. Falcon Annex, F9
- 95. Food Production Ctr., E9
- 96. Food Service Cold Storage, D5
- 97. Instructional Support Ctr., F9
- 98. Maintenance Ctr., E10
- 99. Pridgen Stadium and Natatorium, F9
- 100. Science Resource Ctr., E6
- 101. ISC-West & Tax Office, F9
- 102. Telge Ag-Science Ctr., E6
- 103. Westgreen Ag-Science Ctr., H3
- 104. Windfern Annex/Print Ctr., F9

Special Program Facilities

- 105. ALC East and Carpenter Center, E9
- 106. ALC West, I3
- 107. Brautigam Center, D9
- 108. Carlton Center, D5
- 109. ELC 1, E9
- 110. ELC 2, H7
- 33. ELC - Andre', G3
- 111. ELC - Barker, H5
- 112. ELC - Telge, F6

Transportation Facilities

- 113. Barker, H5
- 114. Eldridge, H8
- 115. Falcon, E9
- 116. Telge, E6
- 117. Westgreen, H3

VIEW ONLINE AT
CFISD.NET/MAP

CYFD SCHOOLS & FACILITIES

2020-2021
VIEW SCHOOLS AND FACILITIES INFORMATION
ONLINE AT WWW.CYFD.NET/FACILITIES

High Schools

| | | | | |
|-----------------|--|-------------|-------------|-----|
| Bridgeland | 10707 Mason Rd., Cypress 77433 | 8/ 349-7600 | 7:20 - 2:50 | F2 |
| Cy-Fair | 22602 Northwest Fwy., Cypress 77429 | 2/ 897-4600 | 7:20 - 2:50 | E6 |
| Cypress Creek | 9815 Grant Rd., Houston 77070 | 2/ 897-4200 | 7:20 - 2:50 | D9 |
| Cypress Falls | 9811 Huffmeister Rd., Houston 77095 | 2/ 856-1000 | 7:20 - 2:50 | F7 |
| Cypress Lakes | 5750 Greenhouse Rd., Katy 77449 | 2/ 856-3800 | 7:20 - 2:50 | I4 |
| Cypress Park | 7425 Westgreen Blvd., Cypress 77433 | 3/ 227-6000 | 7:20 - 2:50 | H2 |
| Cypress Ranch | 10700 Fry Rd., Cypress 77433 | 2/ 373-2300 | 7:20 - 2:50 | E3 |
| Cypress Ridge | 7900 N. Eldridge Pkwy., Houston 77041 | 2/ 807-8000 | 7:20 - 2:50 | H8 |
| Cypress Springs | 7909 Fry Rd., Cypress 77433 | 2/ 345-3000 | 7:20 - 2:50 | H3 |
| Cypress Woods | 13550 Woods-Spllane Blvd., Cypress 77429 | 2/ 213-1800 | 7:20 - 2:50 | D5 |
| Jersey Village | 7600 Solomon St., Houston 77040 | 7/ 896-3400 | 7:20 - 2:50 | H10 |
| Langham Creek | 17610 FM 529, Houston 77095 | 2/ 463-5400 | 7:20 - 2:50 | H5 |

Middle Schools

| | | | | |
|----------|---|-------------|-------------|-----|
| Anthony | 10215 Greenhouse Rd., Cypress 77433 | 2/ 373-5660 | 7:20 - 2:50 | F4 |
| Aragon | 16823 West Rd., Houston 77095 | 2/ 856-5100 | 8:00 - 3:30 | G5 |
| Arnold | 11111 Telge Rd., Cypress 77429 | 2/ 897-4700 | 8:00 - 3:30 | D9 |
| Bleyl | 10800 Mills Rd., Houston 77070 | 2/ 897-4340 | 7:20 - 2:50 | D9 |
| Campbell | 11415 Bobcat Rd., Houston 77064 | 2/ 897-4300 | 8:00 - 3:30 | F9 |
| Cook | 9111 Wheatland Dr., Houston 77064 | 2/ 897-4400 | 7:20 - 2:50 | G9 |
| Dean | 14104 Reo St., Houston 77040 | 7/ 460-6153 | 7:20 - 2:50 | I11 |
| Goodson | 17333 Huffmeister Rd., Cypress 77429 | 2/ 373-2350 | 7:20 - 2:50 | C5 |
| Hamilton | 12330 Kluge Rd., Cypress 77429 | 2/ 320-7000 | 8:00 - 3:30 | C7 |
| Hopper | 7811 Fry Rd., Cypress 77433 | 2/ 463-5353 | 8:00 - 3:30 | H3 |
| Kahla | 16212 West Little York Rd., Houston 77084 | 2/ 345-3260 | 7:20 - 2:50 | I5 |
| Labay | 15435 Willow River Dr., Houston 77095 | 2/ 463-5800 | 8:00 - 3:30 | H6 |
| Rowe | 7611 Westgreen Blvd., Cypress TX 77433 | 3/ 227-6220 | 8:00 - 3:30 | H3 |
| Sahwards | 21757 Fairfield Place Dr., Cypress 77433 | 2/ 373-2400 | 7:20 - 2:50 | B1 |
| Smith | 10300 Warner Smith Blvd., Cypress 77433 | 2/ 213-1010 | 8:00 - 3:30 | F3 |
| Spllane | 13403 Woods-Spllane Blvd., Cypress 77429 | 2/ 213-1645 | 8:00 - 3:30 | D5 |
| Thorton | 19002 Kieth Harrow Blvd., Katy 77449 | 2/ 856-1500 | 7:20 - 2:50 | J3 |
| Truitt | 6600 Addicks Satsuma Rd., Houston 77084 | 2/ 856-1100 | 7:20 - 2:50 | I7 |
| Watkins | 4800 Cairnville St., Houston 77084 | 2/ 463-5850 | 8:00 - 3:30 | J6 |

Elementary Schools

| | | | | |
|----------|--|-------------|-------------|-----|
| Adam | 11303 Honey Grove Ln., Houston 77065 | 2/ 897-4485 | 8:40 - 4:10 | E7 |
| Andre' | 8111 Fry Rd., Cypress 77433 | 2/ 463-5500 | 8:40 - 4:10 | G3 |
| Ault | 21010 Maple Village Dr., Cypress 77433 | 2/ 373-2800 | 8:00 - 3:30 | B2 |
| Bane | 5804 Premier St., Houston 77040 | 7/ 460-6140 | 8:00 - 3:30 | I11 |
| Bang | 8900 Rio Grande Dr., Houston 77064 | 2/ 897-4760 | 8:00 - 3:30 | G9 |
| Birkes | 8500 Queenston Blvd., Houston 77095 | 2/ 345-3300 | 8:40 - 4:10 | G5 |
| Black | 14155 Grant Rd., Cypress 77429 | 2/ 320-7145 | 8:40 - 4:10 | B6 |
| Copeland | 18018 Forst Heights Dr., Houston 77095 | 2/ 856-1400 | 8:00 - 3:30 | H5 |
| Danish | 11850 Fallbrook Dr., Houston 77065 | 2/ 955-4981 | 8:40 - 4:10 | F8 |
| Duryea | 20150 Arbor Creek Dr., Katy 77449 | 2/ 856-5174 | 8:40 - 4:10 | I3 |
| Emery | 19636 Plantation Myrites Dr., Katy 77449 | 2/ 855-9080 | 8:40 - 4:10 | I3 |
| Ermott | 11750 Steepleway Blvd., Houston 77065 | 2/ 897-4500 | 8:00 - 3:30 | G8 |
| Farmey | 14425 Barker Cypress Rd., Cypress 77429 | 2/ 373-2850 | 8:40 - 4:10 | D5 |
| Fiest | 8425 Pine Falls Dr., Houston 77095 | 2/ 463-5838 | 8:40 - 4:10 | G6 |
| Francone | 11250 Perry Rd., Houston 77064 | 2/ 897-4512 | 8:40 - 4:10 | F9 |
| Frazier | 8300 Little River Rd., Houston 77064 | 7/ 896-3475 | 8:40 - 4:10 | G11 |

Elementary Schools cont.

| | | | | |
|-------------|---|-------------|-------------|-----|
| Gleason | 9202 Willowridge Park Blvd., Houston 77064 | 2/ 517-5800 | 8:40 - 4:10 | G10 |
| Hairgrove | 7120 N. Eldridge Pkwy., Houston 77041 | 7/ 896-5015 | 8:00 - 3:30 | H8 |
| Hamilton | 12080 Old Kluge Rd., Cypress 77429 | 2/ 370-0990 | 8:40 - 4:10 | C7 |
| Hancock | 13801 Schroeder Rd., Houston 77070 | 2/ 897-4523 | 8:00 - 3:30 | D10 |
| Hemmenway | 20400 West Little York Rd., Katy 77449 | 2/ 856-9870 | 8:40 - 4:10 | I2 |
| Holbrook | 6402 Langfield Rd., Houston 77092 | 7/ 460-6165 | 8:40 - 4:10 | I12 |
| Holmsley | 7315 Hudson Oaks Dr., Houston 77095 | 2/ 463-5885 | 8:40 - 4:10 | H5 |
| Hoover | 6425 Greenhouse Rd., Katy 77449 | 8/ 667-7301 | 8:40 - 4:10 | I4 |
| Horne | 14950 West Little York Rd., Houston 77084 | 2/ 463-5954 | 8:40 - 4:10 | I7 |
| Jowell | 6355 Greenhouse Rd., Katy 77449 | 2/ 463-5966 | 8:30 - 4:10 | I4 |
| Keith | 20550 Fairfield Green, Cypress 77433 | 2/ 213-1744 | 8:40 - 4:10 | B2 |
| Kirk | 12421 Tanner Rd., Houston 77041 | 7/ 849-8250 | 8:40 - 4:10 | J8 |
| Lamkin | 11521 Telge Rd., Cypress 77429 | 2/ 897-4775 | 8:40 - 4:10 | E6 |
| Lee | 12900 West Little York Rd., Houston 77041 | 7/ 849-8281 | 8:00 - 3:30 | I8 |
| Lieder | 17003 Kieth Harrow Blvd., Houston 77084 | 2/ 463-5928 | 8:40 - 4:10 | I6 |
| Lowery | 15950 Ridge Park Dr., Houston 77095 | 2/ 463-5900 | 8:00 - 3:30 | H6 |
| Matzke | 10002 Mills Rd., Houston 77070 | 2/ 897-4450 | 8:40 - 4:10 | D9 |
| McFee | 19315 Plantation Cove Ln., Katy 77449 | 2/ 463-5380 | 8:40 - 4:10 | I4 |
| Metcalf | 6100 Queenston Blvd., Houston 77084 | 2/ 856-1152 | 8:00 - 3:30 | I5 |
| Millisap | 12424 Huffmeister Rd., Cypress 77429 | 2/ 897-4470 | 8:40 - 4:10 | D7 |
| Moore | 13734 Lakewood Forest Dr., Houston 77070 | 2/ 370-4040 | 8:00 - 3:30 | C8 |
| Owens | 7939 Jackrabbit Rd., Houston 77095 | 2/ 463-5915 | 8:40 - 4:10 | H7 |
| Pope | 19019 N. Bridgeland Lake Pkwy., Cypress 77433 | 2/ 373-2340 | 8:40 - 4:10 | D2 |
| Post | 7600 Equador St., Houston 77040 | 7/ 896-3488 | 8:40 - 4:10 | H10 |
| Postma | 18425 West Rd., Cypress 77433 | 2/ 345-3660 | 8:40 - 4:10 | F4 |
| Reed | 8700 Tami Renee Ln., Houston 77040 | 7/ 896-5035 | 8:00 - 3:30 | H11 |
| Rennell | 19500 Tuckerton Blvd., Cypress 77433 | 2/ 213-1550 | 8:40 - 4:10 | F4 |
| M. Robinson | 4321 Westfield Village Dr., Katy 77449 | 2/ 855-1240 | 8:40 - 4:10 | K3 |
| A. Robison | 17100 Robison Woods Rd., Cypress 77429 | 2/ 213-1700 | 8:40 - 4:10 | D4 |
| Sampson | 16002 Coles Crossing Dr., Cypress 77429 | 2/ 213-1600 | 8:00 - 3:30 | D5 |
| Sheirdan | 19790 Kieth Harrow Blvd., Katy 77449 | 2/ 856-1420 | 8:00 - 3:30 | I4 |
| Swenke | 22400 Fairfield Place Dr., Cypress 77433 | 2/ 213-1200 | 8:00 - 3:30 | B1 |
| Tipps | 5611 Queenston Blvd., Houston 77084 | 2/ 345-3350 | 8:40 - 4:10 | J5 |
| Walker | 6424 Settlers Village Dr., Katy 77449 | 2/ 345-3200 | 8:00 - 3:30 | I3 |
| Warner | 10400 Warner Smith Blvd., Cypress 77433 | 2/ 213-1650 | 8:40 - 4:10 | E3 |
| Wells | 10607 Mason Rd., Cypress 77433 | 8/ 349-7400 | 8:40 - 4:10 | F2 |
| Willbern | 10811 Goodspring Dr., Houston 77064 | 2/ 897-3820 | 8:00 - 3:30 | F10 |
| Wilson | 18015 Kieth Harrow Blvd., Houston 77084 | 2/ 463-5941 | 8:40 - 4:10 | K3 |
| Woodard | 17501 Cypress N. Houston Rd., Cypress 77433 | 2/ 373-2303 | 8:40 - 4:10 | E5 |
| Yeager | 13615 Champion Forest Dr., Houston 77069 | 2/ 440-4914 | 8:40 - 4:10 | C11 |

★ District Facilities

| | | | |
|-----------------------------------|--|-------------|-----|
| Berry Center and CFFU Stadium | 8877 Barker Cypress Rd., Cypress 77433 | 2/ 894-3900 | F4 |
| CFSD Police Dept. / Security | 11200 Telge Rd., Cypress 77429 | 2/ 897-4337 | E6 |
| Cy-Fair Annex | 22602 Hempstead Hwy., Cypress 77429 | 2/ 897-4750 | E6 |
| Cy-Fair Community Health Center | 7777 Westgreen Blvd., Cypress 77433 | 7/ 387-7180 | H2 |
| Eldridge Ag-Science Center | 7600 N. Eldridge Pkwy., Houston 77041 | — — — | H8 |
| Exhibit Center | 11206 Telge Rd., Cypress 77429 | 2/ 897-4749 | E6 |
| Falcon Annex | 11330 Falcon Rd., Houston 77064 | 2/ 517-2182 | F9 |
| Food Production Center | 11355 Perry Rd., Houston 77064 | 2/ 897-4535 | E9 |
| Food Service Cold Storage | 13703 Woods-Spllane Blvd., Cypress 77429 | — — — | D5 |
| Instructional Support Center | 10300 Jones Rd., Houston 77065 | 2/ 897-4000 | F9 |
| Instructional Support Center-West | 10494 Jones Rd., Houston 77065 | 2/ 517-2020 | F9 |
| Maintenance Center | 11430 Perry Rd., Houston 77064 | 2/ 897-4290 | E10 |
| Pidgeon Stadium | 12550-A Windfern Rd., Houston 77064 | 2/ 897-4190 | F9 |
| Natorium | 12250-B Windfern Rd., Houston 77064 | 8/ 973-8001 | F9 |
| Science Resource Center | 11206 Telge Rd., Cypress 77429 | 2/ 897-4004 | E6 |
| Tax Office | 10494 Jones Rd., Ste. 106, Houston 77065 | 2/ 664-6300 | F9 |
| Telge Ag-Science Center | 11202 Telge Rd., Cypress 77429 | — — — | E6 |
| Westgreen Ag-Science Center | 21330 West Campus Dr., Cypress 77433 | — — — | H3 |
| Windfern Annex/Print Center | 12510 Windfern Rd., Houston 77064 | 2/ 897-4150 | F9 |

● Special Program Facilities

| | | | | |
|------------------|--|-------------|-------------|----|
| ALC East | 12508 Windfern Rd., Houston 77064 | 2/ 897-4171 | 7:20 - 2:50 | E9 |
| ALC West | 19350 Rebel Yell Dr., Katy 77449 | 2/ 855-4310 | 7:20 - 2:50 | I3 |
| Brautigam Center | 13102 Jones Rd., Houston 77070 | 2/ 807-8684 | 7:20 - 2:50 | D9 |
| Carlton Center | 13550 Woods-Spllane Blvd., Cypress 77429 | 2/ 213-1950 | 7:20 - 2:50 | D5 |
| Carper Center | 12508 Windfern Rd., Houston 77064 | 2/ 897-4174 | 7:20 - 2:50 | E9 |
| ELC 1 | 11711 Falcon Rd., Houston 77064 | 2/ 517-2824 | 6:00 - 6:00 | H7 |
| ELC 2 | 13995 Smokey Trail, Houston 77041 | 7/ 849-8222 | 6:00 - 6:00 | H7 |
| ELC - Andre' | 8111 Fry Rd., Cypress 77433 | 2/ 807-8028 | 6:00 - 6:00 | G3 |
| ELC - Barker | 17522-B Limer Ln., Houston 77095 | 2/ 856-1072 | 6:00 - 6:00 | H5 |
| ELC - Telge | 11010 Telge Rd., Cypress 77429 | 2/ 897-4592 | 6:00 - 6:00 | F6 |

■ Transportation Facilities

| | | | |
|-----------|---------------------------------------|-------------|----|
| Barker | 17522-B Limer Ln., Houston 77095 | 7/ 692-3287 | H5 |
| Eldridge | 7600 N. Eldridge Pkwy., Houston 77041 | 7/ 692-3287 | H8 |
| Falcon | 11430 Falcon Rd., Houston 77064 | 7/ 692-3287 | E9 |
| Telge | 11010 Telge Rd., Cypress 77429 | 7/ 692-3287 | E6 |
| Westgreen | 21330 West Campus Dr., Cypress 77433 | 7/ 692-3287 | H3 |

2020-2021



DISTRICT MAP

AND SCHOOLS & FACILITIES LISTING



INDEPENDENT SCHOOL DISTRICT
LEARN • EMPOWER • ACHIEVE • DREAM

Learn

Empower

Achieve

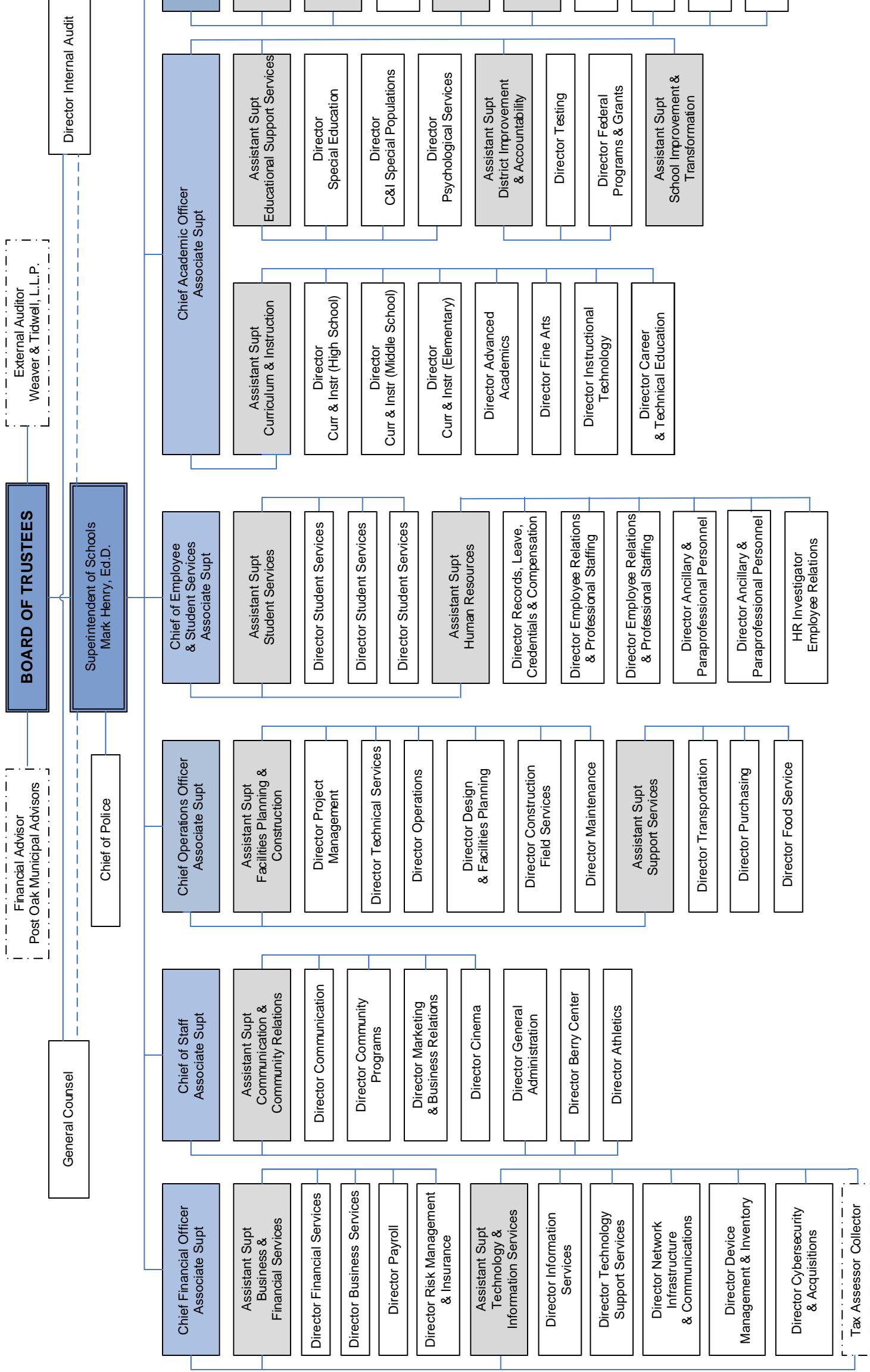
Dream



#CFSDspirit @cyfairisd #CFSDforAll

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

Organization by Departments



'20

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

'21

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

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

| IMPORTANT DATES | |
|-----------------|--|
| Aug. 14 | Professional Day |
| Aug. 17-21 | Professional Days |
| Aug. 24-28 | Professional Days |
| Aug. 31-Sept. 4 | Professional Days |
| Sept. 7 | Student/Staff Holiday |
| Sept. 8 | First Day of School |
| Nov. 23-27 | Student/Staff Holiday |
| Dec. 21-25 | Student/Staff Holiday |
| Dec. 28-31 | Student/Staff Holiday |
| Jan. 1 | Student/Staff Holiday |
| Jan. 18 | Student/Staff Holiday |
| Feb. 15 | Professional Day/Inclement Weather Day |
| March 15-19 | Student/Staff Holiday |
| April 2 | Student/Staff Holiday |
| May 31 | Student/Staff Holiday |
| June 3 | Last Day of School |
| June 4 | Professional Day/Inclement Weather Day |
| June 7-30 | School Closure Make-up Days |

| GRADING PERIODS | |
|-------------------|-------------------|
| Elementary | Secondary |
| Sep. 8 – Nov. 6 | Sep. 8 – Oct. 16 |
| Nov. 9 – Jan. 29 | Oct. 19 – Dec. 18 |
| Feb. 1 – April 9 | Jan. 4 – March 12 |
| April 12 – June 3 | March 22 – June 3 |

| ACCESS | LEGEND |
|--|--|
| <p>Scan for web version</p>  |  Student/Staff Holiday |
| |  Professional Day (Student Holiday) |
| |  First and Last Days of School |
| |  Inclement Weather Day |
| |  School Closure Make-up Days |
| |  Remote Learning Days |

**CYPRESS-FAIRBANKS INDEPENDENT
SCHOOL DISTRICT
DISTRICT FACILITIES CLOSED
2020-21**

Summer Work Schedule

District facilities/campuses will be **closed** on the following **Fridays**:
6/5; 6/12; 6/19; 6/26; 7/3; 7/10; 7/17; 7/24; 7/31
(Employees must work 10-hour days during the above weeks.)

September 7, 2020
(Monday – Labor Day)

November 25, 26 & 27, 2020
(Wednesday, Thursday & Friday – Thanksgiving Holidays)
One-hour early release on Tuesday, November 24, 2020

December 24 & 25, 2020
(Thursday & Friday – Winter Holidays)
One-hour early release on Wednesday, December 23, 2020

December 31, 2020
(Thursday – New Year’s Eve)
One-hour early release on Wednesday, December 30, 2020

January 1, 2021
(Friday – New Year’s Day)

January 18, 2021
(Monday – Martin Luther King, Jr. Day)

April 2, 2021
(Friday – Good Friday)

May 31, 2021
(Monday – Memorial Day)

III. EMPLOYEE RELATIONS

Mark Henry, Ed.D.
Superintendent of Schools

Dear Cypress-Fairbanks Employee:

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

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

Our district requests from each employee:

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

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

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

Sincerely,



Mark Henry, Ed.D.
Superintendent of Schools

EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

In accordance with Title IX, the district does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

EMPLOYEE STANDARDS OF CONDUCT

All district employees are role models for the district's students, and are therefore responsible for their public conduct even when they are not acting as district employees. The district holds ALL employees accountable to the Educators' Code of Ethics. (See Section VII, pages 166-169 of this Employee Handbook.)

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

All district hourly wage employees shall also be expected to adhere to the standards of conduct set out in the Working Agreement and this Employee Handbook. The working agreement serves only as notice of conduct that may lead to disciplinary action, including termination, and is not an employment contract creating a property interest in employment or job position.

Compliance with Laws and Policies

Employees of the Cypress-Fairbanks Independent School District shall be subject to and shall comply with all state and federal laws, district policies, procedures, administrative directives, rules and regulations that are in effect at the time of their employment or that may become effective during their employment.

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

EMPLOYEE WELFARE

Breaks for Nursing Mothers

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisors to discuss their needs and arrange break times.

PROHIBITED CONDUCT

Harassment or Abuse (DH Local)

An employee shall not engage in prohibited harassment, including sexual harassment, of other employees (see DIA) or students (see FFH and FFG regarding child abuse and neglect).

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

An employee shall report child abuse or neglect as required by law. (See FFG).

Discrimination

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

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

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex

Prohibited Conduct

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

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

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

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

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

Sexual Harassment

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

1. Submission to the conduct is 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 of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communication, including electronic communication.

Reporting Procedures

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

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

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

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. Contact:

Deborah Stewart
Chief of Employee & Student Services
10300 Jones Road, Suite 308, Houston, TX 77065-4208
Phone: 281-897-4030
Email: deborah.stewart@cfisd.net

Reports can be made to the Title IX Coordinator at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. Contact:

Chairita Franklin
Assistant Superintendent, Human Resources
10300 Jones Road, Suite 304, Houston, TX 77065-4208
Phone: 281-897-4075

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

Alternative Reporting Procedures

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

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

Timely Reporting

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

Notice of Report

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

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports

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

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

When the District receives notice or an allegation of conduct that, if proven, would meet the definition of sexual harassment under Title IX, the Title IX Coordinator shall promptly determine whether the Title IX Formal Complaint Process (see FFH (Local)) is required.

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

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

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

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

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

District Action

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

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

Confidentiality

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

Appeal

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

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates in an investigation. An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding any prohibited conduct is subject to appropriate discipline.

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

Records Retention

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

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

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

OTHER STANDARDS OF CONDUCT**Identification Badges**

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

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

\$10.00 replacement fee for all lost badges. Payment may be made by cash or check. An ID badge will be replaced at no cost to the employee if the badge is mutilated/damaged; however, the employee is required to present the damaged badge at the time of request for a new badge. A campus identification badge may not be substituted for the official ID badge. There will be no defacing of, deletions/additions to, or ornamentation added to the official badge.

Employee Duty to Protect and Report

Each district employee has the responsibility to protect district assets and shall be expected to be alert to the potential for theft of property, theft of services, theft of anything of value, fraud, misappropriation, or financial impropriety.

Any employee who knows or has reason to know of or suspect an occurrence of fraud, misappropriation, financial impropriety, or covered activity shall immediately notify his/her supervisor. If the employee has reason to believe the supervisor may be involved, the employee shall immediately notify his/her associate superintendent or the legal services office. (DH Local)

Nothing in this section prohibits an employee who witnesses a crime at work from reporting that crime to a peace officer with authority to investigate the crime.

Employee's Duties During an Investigation

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

Safety Requirements

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

Personnel-Student Relations

All district personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Any sexual relationship between a district employee and a student is always prohibited, even if consensual. A district student who is also employed by the district is not prohibited from dating a peer of a similar age. See specific information regarding electronic communications with students on pages 38-39 of this Handbook.

In addition to the prohibited actions described above, Penal Code 21.12 prohibits employees who hold a position as described in Section 21.003(a) or (b) of the Texas Education Code from engaging

in sexual contact, sexual intercourse, and deviate sexual intercourse with an individual the employee knows is a student at any private or public primary or secondary school regardless of the student's age. Additionally, the statute prohibits any employee from engaging in online solicitation of a student regardless of the student's age if the student is enrolled in a school where the employee works or the employee knows that the student is enrolled at a public or private school, other than a school at which the employee works.

Board Policy FFI (Local) prohibits bullying of a student; bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

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

“Bullying” means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that satisfies the applicability requirements below and that:

- a. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- b. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- c. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- d. Infringes on the rights of the victim at school.

“Cyberbullying” means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form and shall conduct an investigation into the allegations. The district's policy FFI(LOCAL) includes definitions and procedures for reporting and investigating bullying of students see below:

[https://pol.tasb.org/Policy/Download/587?filename=FFI\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/587?filename=FFI(LOCAL).pdf)

Investigation into Alleged Offense

The superintendent is required to complete an investigation of an employee if there is evidence the employee may have engaged in misconduct related to abuse or otherwise committed an unlawful act with a student or minor or was involved in a romantic relationship with or solicited or engaged

in sexual contact with a student or minor. The investigation must be completed even if the employee resigns prior to the completion of the investigation. (TEC, Chapter 21, 21.006, Chapter 22, 22.093)

Consequences of Committing An Offense Under Penal Code 21.12

1. An employee will be subject to termination of employment.
2. An employee may be subject to revocation of certification.
3. An employee will be subject to penalty imposed by the judicial system; and,
4. the employee is subject to loss of a service retirement annuity from the Texas Teachers Retirement System if convicted of the offense. (SB 7 - Effective 9/1/17)

Board Policy FFH (Local) defines prohibited conduct to include discrimination, harassment, dating violence, and retaliation. Prohibited conduct also includes sexual harassment as defined by Title IX. Specifically, discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, disability, or any other basis prohibited by law is prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

Procedures for reporting, investigating, and discipline for incidents of discrimination and harassment may be found in Board Policy FFH (Local) see below:

[https://pol.tasb.org/Policy/Download/587?filename=FFH\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/587?filename=FFH(LOCAL).pdf)

See additional information on educator misconduct in Section VII of this Handbook.

Dress and Grooming

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

COVID Face Masks Addendum

In order to protect the health and safety of other members of the school community, all staff and students (grades PK-12) must wear face masks on buses, in hallways, and in common areas. Additionally, all staff and students (grades PK-12) will be required to wear face masks in the classroom when social distancing is not feasible and/or the teacher's method for delivery of instruction warrants the use of face masks. All visitors (including parents, contractors, and vendors) will also wear face masks. Face masks will be provided for staff and students if needed.

Face masks are defined to include non-medical and medical grade disposable face masks and cloth face coverings (over the nose and mouth) that meet the same protection standards as non-medical grade face masks. Additionally, face masks with exhalation valves (vents that allow air to be exhaled through a hole in the material) may only be worn in combination with full-face shields.

Limited exceptions to these rules will only be made for eating, drinking, therapy, or a medical condition or disability that prevents a person from wearing a face mask. Full-face clear shields as an accommodation may be used in place of a mask to protect eyes, nose, and mouth whenever a face mask is not feasible due to a medical condition or whenever the education context may benefit from the ability to see an individual's full face.

Staff seeking an exemption from these rules for a medical condition or disability may do so in accordance with the Americans With Disabilities Act. Written documentation from a medical provider will be required.

Face masks must meet employee dress code requirements.

Tobacco and E-Cigarette Use

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

ELECTRONIC DEVICES/COMMUNICATION

Electronic Devices in the Workplace

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

Electronic Recording

Employees shall not electronically record another employee by audio, video, or other means, including any conversations or meetings unless each and every employee present has been notified and consents to being electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by district personnel.

Electronic Media

Employees are prohibited from communicating with students who are enrolled in the district through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for purposes of this section on Electronic Media: "Electronic media" includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video and photo sharing sites (e.g., YouTube, SnapChat, Instagram), editorial comments posted on the Internet, and social network sites (e.g., Facebook, MySpace, Twitter, LinkedIn), and all forms of telecommunication such as landlines, cell phones, and Web-based applications.

"Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to district regulations on personal electronic communications. See Personal Use of Electronic Media below. Unsolicited contact from a student through electronic means is not a communication.

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

For additional information regarding electronic media, see Electronic Communication and Data Management in this [Handbook](#).

Limited Electronic Communication with Students

Authorized personnel (certified/licensed employees or any other employee designated in writing by the superintendent or campus principal) may communicate through electronic media with students who are currently enrolled in the district only about matters within the guidelines below. **Any other employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students. An employee shall notify his/her supervisor when a student engages in improper electronic communication with the employee.**

Guidelines for Authorized Personnel

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
2. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.

3. Only an employee who has an extracurricular duty assignment may communicate with students through text messaging. An employee is not required to provide his/her personal cell phone number or email address. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
4. The employee shall not communicate with any student between the hours of 11:30 p.m. and 5:00 a.m. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See DF (LEGAL)]
 - b. confidentiality of student records. [See FL (LEGAL)]
 - c. confidentiality of other district records, including educator evaluations, credit card numbers, and private email addresses. [See FL (LEGAL)]
7. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
8. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

Personal Use of Electronic Media

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media violates state or federal law or district policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for maintaining privacy settings appropriate to the content. **Employees are prohibited from communicating with students through a personal social network site.**

Confidentiality of Data and Information

For all electronic media, employees are subject to certain state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:

1. Confidentiality of student records. [See FL(LEGAL)]
2. Confidentiality of other district records, including educator evaluations and private email addresses. [See GBA(LEGAL)]

3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See DH(EXHIBIT)]
4. Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DH [EXHIBIT]]
5. Copyright law [See CY (LEGAL)]

Weapons Prohibited

The district prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on district property at all times. Exceptions to this policy occur when:

1. use or possession of a firearm by a specific employee is authorized by Board action (See CKE);
2. a district employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage or other parking area provided by the district, provided the handgun or other firearm is not in plain view; or,
3. the use, possession, or display of an otherwise prohibited weapon takes place as part of a district-approved activity supervised by proper authorities. (See FOD)

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

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

Criminal Conduct

District employees are expected to abide by the law at all times. Conviction or adverse adjudication, including a plea of *nolo contendere* or deferred adjudication for a felony offense or misdemeanor involving moral turpitude, may be the basis for disciplinary action, up to and including termination.

Obligation to Report Criminal Record

All district employees shall notify his/her principal or immediate supervisor within three (3) calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. crimes involving school property or funds;
2. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an

- educator;
- 3. crimes that occur wholly or in part on school property or at a school-sponsored activity; or
- 4. crimes involving moral turpitude, which include:
 - (a) dishonesty; fraud; deceit; theft; misrepresentation;
 - (b) deliberate violence;
 - (c) base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - (d) felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - (e) felony driving while intoxicated (DWI); or
 - (f) acts constituting abuse or neglect under the Texas Family Code.

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

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

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

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

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

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

Notice of Traffic Violations

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

Commercial Driver's License (CDL)

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

Employee Vehicle Safety

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

Termination

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

Pornography

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

Conflict of Interest

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

1. All employees shall avoid any conflict between their personal interests and the interest of the district in dealing with students, parents, vendors, customers, and all other organizations or individuals doing or seeking to do business with the district.
2. An employee shall disclose in writing to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship (*i.e.*, romantic relationship) that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the district.
3. Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative. See Exhibit A of DBD Regulation.
4. An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. See Board Policy CAA, CB, and CBB.
5. An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a

company that employs or retains the district employee during non-school hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

6. An employee shall not use his or her position with the district to attempt to sell products or services.
7. An employee shall disclose in writing to his/her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the district. (See Administrative Regulations, DBD-R Exhibit C.)
8. An employee who is employed outside the district, including self-employment, may sell personal goods or services to other district employees. However, the district employee receiving the personal goods or services must not be someone to whom the employee supervises or reports, including supervisors within the departmental chain of command. In addition, the employee who sells goods or services may not use district time or equipment for the outside employment.
9. During the school year, an employee shall not privately tutor for pay a student the employee also teaches or serves. An employee shall disclose in writing to his or her immediate supervisor any private tutoring of other district students for pay. The employee's principal or supervisor shall determine if the private tutoring creates a conflict of interest with the proper discharge of the employee's assigned duties and responsibilities. (See Administrative Regulations DBD-R, Exhibit C)
10. During the school year, an employee shall not provide private services, such as child care or respite care, for pay for a student the employee also teaches or serves. An employee must disclose in writing to his or her immediate supervisor any private services for pay for any other district student. The employee's principal or supervisor shall determine if the outside employment creates a conflict of interest with the proper discharge of the employee's assigned duties and responsibilities.
11. A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if the public servant solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the public servant's discretion.
12. A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax exempt charitable organization formed for educational, religious, or scientific purposes.
13. "Illegal Gifts to Public Servants" does not apply to an item with a value of less than \$50, excluding cash or a negotiable instrument as described by Business and Commerce Code 3.104. A gift card is not considered a negotiable instrument. The \$50 exception does not apply to gifts from textbook or curriculum publishers.
14. An administrator or teacher commits an offense if the person accepts a gift, favor, or service that:
 - is given to the person or the person's school;
 - might reasonably tend to influence the person in the selection of instructional materials, or technological equipment; and,
 - could not be lawfully purchased with state instructional materials funds.

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

For conflicts of interest and gifts and gratuities related to federal grants and awards, see Board Policy CB and CBB.

Violations of Employee Standards of Conduct

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

FINANCIAL ETHICS

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

Fraud and Financial Impropriety

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

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

1. forgery or unauthorized alteration of any document or account belonging to the district;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other district assets, including employee time;
4. impropriety in the handling of money or reporting of district financial transactions;
5. profiteering as a result of insider knowledge of district information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the district;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy. See Board Policy CB, DBD (Legal) and DBD (Local)
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by federal, state or local entities;
11. failure to disclose conflicts of interest as required by law or district policy;
12. any other dishonest act regarding the finances of the district; and,
13. failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

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

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent or designee, the board President, or local law enforcement.

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

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

Fraud Investigations

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

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

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

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

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

Federal Awards Disclosure

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

Analysis of Fraud

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

ATTENDANCE - ABSENCE FROM WORK

Regular Attendance and Promptness

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

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

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

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

duties.

5. The district may also require medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent. [DEC (Local)]

NON-EXEMPT EMPLOYEE TIMEKEEPING RECORDS

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

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

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

COMPENSATORY OVERTIME FOR ELIGIBLE EMPLOYEES

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

- ◆ All compensatory overtime for eligible employees **must be** approved in advance by the appropriate associate superintendent or designee with concurrence of the superintendent.
- ◆ Compensatory overtime payment or recorded compensatory overtime is approved at the rate of one to one (1:1) if the total work hours in the week are forty (40) or less. Compensatory overtime is earned at the rate of one and one-half to one (1.5:1) if the total hours **actually worked** in the work week exceed forty (40) hours. Although the use of leave time and/or vacation time does qualify for regular payment, it does **not count** as actual hours worked under the Fair Labor Standards Act and **will not be** credited as time worked for overtime compensation by the district. The work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday. (Board Policy DEAB (LOCAL).
- ◆ Non-exempt contract personnel will typically be compensated for overtime in the form of compensatory time (excluding disaster pay and the accrual of compensatory time over 40 hours.) Hourly non-exempt personnel will be compensated for overtime by monetary payment.
- ◆ The use of earned compensatory overtime must be approved in advance by the campus and/or immediate supervisor. The usage of the compensatory overtime may not cause an undue disruption to the operation of the district.
- ◆ Total compensatory overtime hours due may not exceed forty (40) at any time during the year, except with the written approval of the appropriate Associate Superintendent or designee.

- ◆ All compensatory overtime must be used each year prior to the end of the employee's regular days of service. No time can be carried over from one year to the next. It must be used during the year in which it was earned or FLSA requires that it be converted to payment.

PERSONNEL RECORDS

Requirements/Items Required for Personnel Folders

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

A. Professional Employees

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

2. Official service records:

If an individual has previous experience in an accredited public or private school, an official service record will be required. An employee who has taught outside of Texas may obtain the proper service record forms on the district's website at www.cfisd.net, Staff, HR, Forms. Salary credit for experience earned in Texas or in out-of-state institutions will not be granted until the service records are received and verified.

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

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

3. Official transcripts:

Official transcripts from each institution attended bearing the seal of the college, signature of the registrar and showing degree conferred, if applicable, are required.

Transcripts from foreign countries must be evaluated by a professional evaluation

service to determine the equivalency of the coursework. The applicant is responsible for this evaluation and any costs associated with it.

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

B. Paraprofessional Employees

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

C. Non-contract Hourly Employees

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

Maintenance and Access

The superintendent or his/her designee shall maintain all records relating to all present and past

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

A. Employee Access and Right to Information

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

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

B. Public Access to Employee Personnel Files

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

C. Disclosure of Employee Personal Information

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

emergency contact information, or family member status.

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

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

D. Employee Maintenance/Access to Information

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

ALCOHOL AND DRUGS: EMPLOYEE REQUIREMENTS

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

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

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

Exceptions: It shall not be considered a violation of policy DH (Local) if the employee (1) manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities; (2) uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or (3) possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.

Drug Free Workplace Requirements Notice

The district prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace. 41 U.S.C. 8103(a)(1); [See policies at DH]

The district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. 8103(a)(1)

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the district, and referral to appropriate law enforcement officials for prosecution. [See policies at DH and DHE] 41 U.S.C. 8103(a)(1)

Compliance with these requirements and prohibitions is mandatory and is a condition of employment. As a further condition of employment, an employee shall notify the superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the district shall notify the granting agency of the conviction. 41 U.S.C. 8103(a)(1) (D)

Within 30 calendar days of receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the district shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal , state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 8104

[This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U. S. C. 8103)]

DRUG AND ALCOHOL TESTING – General Policy

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

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

Random Drug and Alcohol Testing – Safety Sensitive Positions

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

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

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

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

Reasonable Suspicion Testing

The district may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of district policy. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any district function on or off district property. The district's determination that reasonable cause exists must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. The observations must be made by a trained supervisor. An employee who refuses to comply with a directive to submit to testing based on reasonable suspicion shall be subject to disciplinary action, up to and including termination. A district employee confirmed to have violated the district's policy pertaining to alcohol or drugs may be subject to disciplinary action.

DRUG AND ALCOHOL OFFENSES

Obligation to Report

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

Additionally, school bus drivers or other employees who must operate a district vehicle, operate mobile equipment, or those who receive a travel allowance within the scope of their employment who are guilty of a DWI offense, who receive an ALR suspension/disqualification or who accumulate 10 or more points according to DPS school bus driving criteria, will be subject to disciplinary action up to and including termination. This applies to convictions as a result of operating either a district vehicle or personal vehicle.

Finding of Drug or Alcohol Use and Disciplinary Action

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

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

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

Distribution of Policy

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

REQUIREMENTS AND RESTRICTIONS FOR PHYSICAL EXAMINATIONS

Required Physical Examinations

Each applicant who is offered a job in an hourly ancillary position shall be required to undergo a physical examination as a condition of the employment offer. For designated safety-sensitive positions, the examination shall include a drug test by urinalysis by an appropriate health

professional designated and paid by the district. The examination and test shall be used to provide evidence that the applicant has the physical capabilities to safely perform the job duties and the specified physical activity contained in the job description.

In addition to a pre-employment physical examination, each person certified to drive a school bus and each commissioned peace officer shall undergo an annual physical examination. Employees in positions requiring a commercial driver's license shall be required to undergo a physical examination every two years.

Communicable Diseases

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

Physical Examinations During Employment

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

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

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

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

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

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

Confirmation

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

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

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

Medical Factors

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

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

Qualified Individuals with Disabilities

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

Exclusion from Work

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

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

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

Other Requirements

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

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

ASSIGNMENT OF EMPLOYEES AND NEPOTISM

Assignment

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

Campus/Site Assignments or Transfers

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

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

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

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

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

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

Employing Related Employees

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

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

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

Employment/Assignment of Relatives

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

Supervising Related Employees

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

Current Employees

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

DEGREES OF NEPOTISM/KINSHIP

CONSANGUINITY (Blood) Kinship

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

AFFINITY (Marriage) Kinship

| | | | | |
|----------------------|-------------|------------|----------------|--|
| First Degree | Parent | Child | | |
| Second Degree | Grandparent | Grandchild | Sister/Brother | |

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

SUPPLEMENTAL DUTIES

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

WORK SCHEDULES

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

WORK MADE FOR HIRE

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

EMPLOYEE SEARCHES

The district reserves the rights 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.

Non-investigatory searches in the workplace including accessing an employee’s desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are notified that they have no legitimate expectation of privacy in those places.

An employee may also be required to submit to a drug or alcohol test by urinalysis, blood analysis, or breathalyzer if there is reasonable suspicion that the person has used or is under the influence of a controlled substance. See additional information on pages 53-54 of this Handbook.

EMPLOYEE COMPLAINTS

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

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

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.

2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional materials shall be submitted in accordance with EFA.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

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

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

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

Direct Communication with Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

Formal Process

An employee may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

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

Whistleblower Complaints

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

Complaints Against Supervisors

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U. S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee refuses to schedule a conference or fails to appear at the scheduled conference, the District may dismiss the complaint. If the complaint is dismissed, it may be refiled, but only if within the time period for filing a complaint.

Response

At Levels One, Two and Three, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s e-mail address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

“Days” shall mean District business days in accordance with the complainant’s work calendar. In calculating time lines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

Representative

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

The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days’ notice to the District before a

scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process regardless of the employee's representation.

Consolidating Complaints

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

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

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Audio Recording

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

Level One

Complaint forms must be filed:

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

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

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

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

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

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

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the appropriate central office administrator.

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

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

The Level One record shall include:

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

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

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

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

Level Three

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

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

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator.

The employee may request a copy of the Level Two record.

The Level Two record shall include:

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

The Level Three administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

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

Level Four

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

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

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

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

The Level Three record shall include:

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

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

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

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

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

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

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

Note: Informal resolution is encouraged but does not extend any deadlines in DGBA(LOCAL), except by mutual written consent.

EMPLOYEE COMPLAINT FORM — LEVEL ONE

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

1. Name: _____

2. Address: _____

Telephone number(s): _____

E-mail address: _____

3. Position: _____ Campus/Department: _____

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

Please note: You must designate a representative who will be participating in person or by telephone with an advance notice of at least three days, or the District may reschedule the conference to a later date.

Name: _____

Address: _____

Telephone number: _____

E-mail address: _____

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

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

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

8. Please describe any efforts you have made to resolve your concerns and the responses to your efforts. Please include dates of communication and with whom you communicated regarding your concerns.

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

Employee signature: _____

Signature of employee's representative: _____

Date of filing: _____

Complainant, please note:

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

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

HAZARD COMMUNICATION ACT

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

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

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

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

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

Further information may be obtained from:

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

BLOODBORNE PATHOGEN PLAN UNIVERSAL PRECAUTIONS IN THE SCHOOL SETTING

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

The Texas Department of State Health Services Bloodborne Pathogens Exposure Control Plan requires employers to determine which employees have a potential occupational exposure to blood or other potentially infectious materials. In CFISD, the following groups of employees have been determined to have potential occupational exposure risks to bloodborne pathogens and other potentially infectious material:

1. Athletic trainers

2. Clinic assistants
3. Custodians
4. Health science technology teachers
5. Plumbers
6. Police officers
7. School nurses
8. Select staff who work with students whose disabilities increase the risk of blood exposure to personnel

Employees in these positions are eligible to receive the hepatitis B vaccine at the district's expense if they choose. The Human Resources Department will coordinate the implementation of the vaccine regime.

Universal Precautions

1. Handwashing

Handwashing is an important preventive measure in the spread of disease. Hands and other skin surfaces should be washed after contact with blood or body fluids and after the removal of gloves. Hand washing should be done with warm water and soap, vigorously scrubbing hands, wrists, between fingers and under nails. Hands should then be rinsed thoroughly, allowing water to run off finger tips. Dry with paper towel, then use towel to turn off faucet.

If handwashing facilities are not feasible, an antiseptic cleanser or waterless disinfectant should be used. Handwashing with soap and running water should be done as soon as possible.

2. Housekeeping

All surfaces contaminated with blood or body fluids should be disinfected in accordance with CFISD Operations Department Bloodborne Pathogens and Body Fluid Procedures. Use gloves when cleaning up a spill. Call custodian for cleanup of any large spills, or if help is needed in cleaning contaminated surfaces.

Do not pick up broken glass with bare hands.

All garments which are penetrated by blood should be removed immediately, triple bagged, and placed in an appropriate container. If contaminated articles are thrown away in a classroom waste basket, have custodian remove it as soon as possible. .

3. Personal Protective Equipment

Personal protective equipment should not permit blood or other potentially infectious materials to pass through or reach the employee's clothing, skin, eyes, mouth, or other mucous membranes under normal conditions. All personal protective equipment should be removed prior to leaving the area and placed in a designated receptacle.

Examples of personal protective equipment are:

- a. Gloves (disposable latex or non-latex) should be worn if any contact with blood or

body fluids is anticipated. Gloves should be worn only once and thrown away. They should not be washed or decontaminated for reuse and are to be replaced as soon as practical when they become torn, punctured, or when their ability to function as a barrier is compromised. Skin breaks or dermatitis should be covered with a bandage under the gloves. Hands should be washed immediately after removal of gloves.

b. Goggles and masks should be worn whenever droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can be reasonably anticipated. Mucous membranes should be flushed with water immediately if exposure to blood occurs.

c. Eyewear with side shields should be worn if conditions warrant.

d. shoe covers

e. gowns

4. Sharps Disposal

Needles or other sharps such as lancets used to test blood sugar in diabetic students/employees should be disposed of in a container that is closable, puncture resistant, leakproof on the sides and bottom and biohazard labeled or color-coded. Such containers are in the nurse's office on campuses. Contaminated or used needles should not be bent, recapped, removed, sheared, or purposely broken.

5. General Rules

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

Referral Procedure

If an employee incurs an exposure incident, the immediate supervisor should be notified and a workman's compensation report should be made. The employee will be offered a confidential medical evaluation and follow-up. The employee will be notified of the results of any testing of the potentially contaminated body fluid and appropriate testing of the exposed employee will be offered. The affected employee will be counseled concerning infection status, results and interpretations of tests, and precautions to take after the exposure incident. For a more detailed explanation, see Regulation DBB at www.cfisd.net, Staff, Employees Only Links, inside.cfisd.net, Policies, Administrative Regulations.

For additional information on the district's Bloodborne Pathogen Exposure Control Plan, contact the:

- Director of Health Services, 281/897-4015
- Risk Management Department, 281/897-4339
- Human Resource Department, 281/897-4075

ASBESTOS ABATEMENT PROGRAM

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

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

PEST CONTROL INFORMATION

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

ELECTRONIC COMMUNICATION AND DATA MANAGEMENT

The Superintendent or designee will oversee the district's electronic communications system. Additional information regarding electronic media may be found on pages 37-40 of this Handbook.

District Technology Resources

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

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

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

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

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

Consent Requirements

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

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

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

Filtering

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

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

Requests to Disable Filter

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

System Access

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

1. All users will be required to acknowledge their receipt and understanding of the responsible use guidelines as published in the Student Handbook and Code of Conduct for students and the Employee Handbook for employees.
2. Access to the district's electronic communications system, including the Internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations. Limited personal use of the system by employees shall be permitted if the use:
 - a. imposes no tangible cost on the district;
 - b. does not unduly burden the district's computer or network resources; and,
 - c. has no adverse affect on an employee's job performance.

3. Students will be granted access to the district's system and will be assigned individual accounts. Students are not to share their login/password with others.
4. As appropriate, district employees will be granted access to the district's system.
5. The district will require that employee network passwords be changed every 90 days.
6. Any system user identified as a security risk or as having violated district and/or campus computer use guidelines may be denied access to the district's system.

Technology Administrator Responsibilities

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

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

Monitored Use of Electronic and Web-based Accounts

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

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

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

If necessary, access to electronic mail accounts for instructional purposes must have campus and district prior approval. The district may allow secure, web-based, student accounts to support instruction. Students are prohibited from accessing unauthorized e-mail services while using district equipment. Students and teachers may participate in district approved chat rooms in which teachers monitor all student interactions. Participation in computer-mediated

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

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

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

District Web Site

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

See Network/Internet Responsible Use Guidelines, pages 79-83, regarding student information published on a web site controlled by the district.

District Approved School Web Pages

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

Faculty Web Pages

The district will provide a service for faculty web pages and training to support the faculty in the development of instructional/informational web pages. All faculty members creating a faculty web page must use the district provided service. Content posted on faculty web pages must be current and free from erroneous or inappropriate content. Any external web link must be checked using a district computer to verify compliance with the district filtering system before posting to a

faculty web page. When creating faculty web pages, the district guidelines for web development received during the initial web training and posted on the Intranet, must be followed.

Personal Web Pages

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

Network Etiquette

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

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

Termination/Revocation of System User Account

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

Disclaimer

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

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

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

INFORMATION SECURITY AND DATA PRIVACY

Employees play an important role in keeping Cy-Fair ISD's sensitive information secure. Many employees may come into contact with sensitive information on a daily basis. Examples of "sensitive information" at Cy-Fair ISD include:

- addresses;
- dates of birth;
- bank account/routing numbers;
- phone numbers;
- social security numbers;
- driver's license numbers;
- medical records and personnel records of employees; and,
- any financial information.

Employees have a duty to protect the district and keep sensitive information safe. Guidelines for keeping this information are:

1. Make sure sensitive information is physically secure.

- Lock up or password protect documents containing sensitive information when not using them. This includes employee information and any student information.
- Shield information from view when others (non-authorized people) are near.
- Lock cabinets or computer screens before walking away.
- Don't leave sensitive items like employee records or student information on desks or in unlocked cabinets.
- Keep mobile devices (laptops, smartphones, tablets, USB sticks, etc.) either within your sight or locked up at all times. Use password protection and auto lock screens to further protect these devices.

2. Manage your passwords.

- Use strong passwords on systems that contain sensitive information: mix 12 or more upper and lower case letters, numbers, and special characters.
- Don't reuse passwords on different accounts.
- Don't share passwords with others.

3. Understand data privacy security to protect student and employee data.

- FERPA – The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of student education records. FERPA requires staff to take reasonable steps to protect student records and information. Under FERPA, parents and eligible students may inspect, review, and request to amend education records. Some best practices include verbally discussing student information rather than sending student data via email and checking with the Technology Services Department to insure software and websites are properly vetted before allowing students to use them. More information can be found at <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html> or by calling 1-800-USA-LEARN

- COPPA – Children's Online Privacy Protection ACT (COPPA) imposes certain requirements on operators of websites or online services directed to children under 13 years of age. Employees can help ensure compliance with COPPA by understanding what data is collected by a website or application, and ensuring the websites or applications are properly vetted by the Technology Services Department before allowing students to use them. More information can be found at:
<http://www.coppa.org/coppa.htm>.
- CIPA – The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the internet. CIPA requires that districts have an internet safety policy that includes technology protection measures which block or filter internet access (on computers used by minors) to pictures that are (a) obscene; (b) child pornography; or (c) harmful to minors. Internet safety policies must include monitoring the online activities of minors, and as required by the Protecting Children in the 21st Century Act.1), must provide for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms; and cyberbullying awareness and response. More information can be found at:
<https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>.
- PPRA - The Protection of Pupil Rights Amendment (PPRA) is a federal law that requires schools to obtain written consent from parents before minor students are required to participate in any U.S. Dept. of Education funded survey, analysis, or evaluation that reveals information concerning the following areas: political affiliations; mental and psychological problems potentially embarrassing to the student and his/her family; sex behavior and attitudes; illegal, anti-social, self-incriminating and demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; religious practices, affiliations, or beliefs of the student or student's parent; or income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.) More information can be found at:
<http://www2.ed.gov/policy/gen/guid/fpco/ppra/parents.html>

4. Guard against social engineering attacks (such as phishing).

- Carefully review links and attachments in emails before clicking or opening.
- Use bookmarks to safely return to sites visited frequently. Use browser functions that warn of sites with poor reputations.
- Be careful of all requests for sensitive information, whether by e-mail, phone, text message, or in person.
- Independently verify the identity and authority of any requester with your supervisor or a Customer Care Center staff member before disclosing sensitive information.

5. Avoid unsecure networks outside the office.

- Don't connect to the office emails or systems from public Wi-Fi.
- If connecting while traveling or working from home, have the IT department set you up properly with secure remote access.

6. **Securely destroy sensitive information (hard-copy and electronic) when no longer needed.** Secure shredding is the preferred disposal method of hard copy documents with sensitive information.
7. **Immediately report suspected information security events to the Customer Care Center 281-897-4357 or isupport@cfisd.net.**

Questions regarding Information Security and Data Privacy may be addressed to the Customer Care Center.

NETWORK/INTERNET RESPONSIBLE USE GUIDELINES

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

Network/Internet - Terms and Conditions

Training

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

Risk

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

Monitored Use

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

E-mail cannot be accepted in the following situations that would normally require a parent signature, such as: absence from school excuses, medication administration permission,

permission to stay for after school tutorials, early release from school, or field trip permission slips.

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

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

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

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

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

User Responsibilities

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

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

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

Publishing on the Internet

Recognition

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

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

Student Work

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

Photographs

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

Exceptions to the above

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

Web Authoring

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

Network Etiquette

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

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

Inappropriate Use

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

Commercial Use

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

Vandalism/Mischief

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

Playing Games and Downloading Music or Video Files or Game Files

These activities are prohibited unless approved for educational purposes.

Electronic Mail Violations

Forgery of electronic mail messages is prohibited. Reading, deleting, copying, or modifying the electronic mail of other users, without permission, is prohibited.

File/Data Violations

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

System Interference/Alteration

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

Unauthorized Disclosure

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

Security**Reporting Security Problems**

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

Impersonation

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

Other Security Risks

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

Violations of Law

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

Consequences of Violations

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

COMPUTER SOFTWARE POLICY

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

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

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

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

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

DISCLAIMER

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

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

1. Cypress-Fairbanks ISD Board Policy CQ (LOCAL), CQ (Regulation) and Exhibit A of the Student Handbook regulate the use of e-mail.
2. E-mail is a district service provided by public funds. E-mail is for instructional, administrative, and limited personal use. Sending jokes, chain letters, etc. via e-mail is considered an inappropriate use of district equipment.

3. E-mail is viewed as a public document and can become part of a legal process. Care should be given to the tone of the e-mail. Also, grammar and spelling (consider using the Spell Check feature of the district's e-mail system) should be checked before an e-mail is sent. As stated in Board policy, e-mail shall not be considered confidential and may be monitored. Remember that e-mail can be sent to others without one's knowledge.
4. School personnel should service their e-mail at appropriate times. For example, teachers should service their e-mail before and after school, during their lunch breaks, and during conference periods.
5. Building administrators should approve an e-mail distributed to an entire campus staff. School employees should follow district and school guidelines when distributing an e-mail to the entire school staff.
6. Email should be positive or informative and never negative in content.
7. Use proper e-mail etiquette as described in "CFISD Netiquette."
8. Revealing personal addresses or phone numbers of others is prohibited.
9. E-mail should be professional in nature, to the point and signed correctly. See examples in "CFISD Netiquette."
10. Use good judgment in forwarding any e-mail. Ensure that privacy considerations are taken into account. See "CFISD Netiquette."
11. If you will be unable to receive your e-mail for an extended period of time (e.g., two or more days), please use the "Out of Office Alert" feature in the district's e-mail system. Training will be provided as necessary.
12. Consider using a "signature file" at the end of your e-mail in order to adequately identify yourself and to eliminate the need for you to enter the information each time you send an e-mail. Training will be provided as necessary.

School Personnel to Parent E-mail Usage Guidelines

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

1. E-mail should be used after face to face parent contact has been established and authentication of the parent's e-mail address is verified.
2. Using e-mail as a form of parent communication should follow campus personnel-to-parent communication guidelines. E-mail should be returned in a timely fashion just as any other communication with parents (*e.g.*, 24 hour rule on returning a parent telephone call).
3. Before sending a class/course group e-mail, school personnel should secure written parent permission. This precaution should be taken because the e-mail could reveal the e-mail addresses of the group list.
4. If an e-mail is received that causes concern, a school administrator should be alerted.

5. Use good judgment in forwarding any e-mail. Ensure that privacy considerations are taken into account. (e.g., FERPA (Family Educational Rights to Privacy Act) prohibits sharing information about a child with anyone other than the child's parent or legal guardian.)

Appropriate information to share with parents via e-mail:

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

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

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

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

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

CFISD NETIQUETTE

What is Netiquette?

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

Your Responsibility to Others

Think About Your Audience

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

Keep Your Mail Messages and Postings Brief but Clear

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

Use Descriptive Titles

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

Do Not Lobby or Advertise

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

Be Cautious With Confidences When Forwarding E-mail

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

Identify Yourself Appropriately

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

Appropriate Use of a Signature File

Two styles of "signature files" would be appropriate:

1. Formal
2. Informal

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

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

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

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

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

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

Avoid "Flames"

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

Your Mail Box Responsibility

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

Electronic Communications

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

AMERICANS WITH DISABILITIES ACT COORDINATOR

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

NAME: Chairita Franklin
POSITION: Assistant Superintendent, Human Resources
ADDRESS: P.O. Box 692003, Houston, Texas 77269-2003
TELEPHONE: 281-897-4075

Requests for accommodations under ADA from current employees must be made in writing to the immediate supervisor. The supervisor, working in consultation with an appropriate member of the

Human Resources Department, will provide a written job description to which a health care provider must provide written medical certification of the employee's inability to perform specific essential functions without accommodation. Inquiries from employees and/or supervisors should be made to the following numbers in the Human Resources Department:

| | |
|---------------------|--------------|
| Professional | 281-897-4099 |
| Ancillary Personnel | 281-897-4033 |

TITLE IX COORDINATOR

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

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

504 COORDINATOR

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

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

PROCEDURES RELATING TO REPORTING CHILD ABUSE/NEGLECT

All employees are required by state law to report any suspected child abuse or neglect to a law enforcement agency, Child Protective Services, or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering a facility) within 48 hours of the event that led to the suspicion. Abuse is defined by Title 5 of the Texas Family Code, Chapter 261.001 and includes the following acts or omissions:

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

4. sexual conduct harmful to a student's or minor's mental, emotional, or physical welfare.

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

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

An employee's failure to report suspected child abuse may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report suspected child abuse may result in disciplinary procedures by SBEC for a violation of the Code of Ethics and Standard Practices for Texas Educators.

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

Employees are also required to file a report if the employee has cause to believe that an adult was a victim of abuse or neglect as a child and the employee determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or elderly person or person with a disability. (Family Code 261.101(b-1) and Board Policy FFG (Legal).

ADMINISTERING MEDICATION TO STUDENTS

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type except as provided in Board Policy FFAC (Local).

STUDENT INFORMATION

The Student Code of Conduct and Handbook is available online at www.cfid.net. If you would like a hard copy of the document, contact your building principal or the Office of Student Services at 281-897-3879.

Parental Consent to Leave Campus

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

A student who needs to leave campus:

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

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

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

IV. BENEFITS

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

REQUIRED NOTIFICATION

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

PLEASE REVIEW IT CAREFULLY.

OUR LEGAL DUTIES

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

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

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

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

USES AND DISCLOSURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDIVIDUAL RIGHTS

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

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

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

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

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

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

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

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

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

QUESTIONS AND COMPLAINTS

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

AMANDA BOLES, ASSISTANT SUPERINTENDENT (281) 897- 4020

KAREN SMITH, ASSOCIATE SUPERINTENDENT (281) 897-3856

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

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

GROUP MEDICAL INSURANCE PROGRAM

PAPERLESS ONLINE ENROLLMENT IS REQUIRED FOR ALL NEWLY HIRED EMPLOYEES

All new employees are required to enroll for benefits online. Although all district employees will have access to their benefit information via Internet 24 hours a day, 7 days a week, **newly hired employees will only have enrollment eligibility for their first 31 days of employment.** Employees electing not to enroll in one of the TRS-ActiveCare health plans are required to waive (decline) the benefit through the **First Financial** on-line system.

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

Cypress-Fairbanks I.S.D. Website
www.cfisd.net
*Staff / HR /
Insurance*
Open - "Your Benefit Station" website

If you do not have Internet access you may come by the Insurance Department at 10300 Jones Road, Suite 335 and use the available kiosk machine for your enrollment. The office hours are 7:30 – 4:30, Monday through Friday. Additionally, kiosk computers have been installed in every district facility for use by all employees. Ask your building and/or department secretary where they are located.

Accessing First Financial Benefits OnLine Enrollment System

Review the benefit plan options and know your plan selections before accessing the First Financial OnLine system. Review the various benefit links under “Your Benefits Station” on the Insurance Department webpage at www.cfisd.net before attempting to log in.

To access the system, type in the district’s web address: www.cfisd.net. From the CFISD home page, go to Staff / HR/**Insurance**. On the Insurance Department’s web page select **First Financial On-line Enrollment System**.

Log-in Instructions: Select “Register” to create your account. Enter Company Key “cfisd”. Enter your social security number. Enter your date of birth. Select “continue” to create your account.

Create a New User Name: Must be at least 8 characters with no spaces.

Create a new password: Must be at least 8 characters with a combination of numbers and letters, no spaces.

Answer a Security Phrase: Your user name, password and security phrase answer are case sensitive.

To enroll through **First Financial OnLine system**, you will need the following:

- The names of each plan you wish to enroll in.
- The names, social security numbers and dates of birth of all dependents whether you wish to enroll for coverage or not.
- For any life insurance designations you wish to make for Basic Life, Optional Life and/or Disability Insurance you will need your beneficiaries' names, social security numbers, addresses and phone numbers.

ENROLLMENT PROCEDURES

Cypress-Fairbanks Independent School District provides a group life insurance plan which allows several options from which employees may choose. The district provides at no cost to all full-time and part-time employees a Basic Life Insurance Plan (\$30,000 Life; \$30,000 Accidental Death and Dismemberment). Employees may select participation in one of four major medical insurance plans (3 PPO plans, 1 HMO plan) provided by the Teacher Retirement System, TRS-ActiveCare, and administered by Blue Cross blue Shield (BCBS). The district pays a portion of the cost for the participant's coverage; the employee pays the balance of the employee coverage plus any additional dependent coverage through payroll deduction. Below are instructions for enrollment.

Enrollment Deadline: ALL NEW EMPLOYEE ENROLLMENTS MUST BE COMPLETED THROUGH THE TCG BENEFITS ONLINE ENROLLMENT SYSTEM NO LATER THAN **30 DAYS AFTER THE FIRST DAY OF PAID EMPLOYMENT. IN COMPLIANCE WITH THE AFFORDABLE CARE ACT, ALL EMPLOYEES ARE REQUIRED TO ENROLL IN ONE OF THE TRS-ACTIVECARE PLANS OR WAIVE (DECLINE) THE BENEFIT.**

Enrollment: NEW EMPLOYEES' OPEN ELIGIBILITY PERIOD: Newly hired employees may choose their actively-at-work date (the day they start work) or the first of the month following their actively-at-work date as the effective date of coverage. If the online enrollment process is not completed within the enrollment deadline period, employees will be denied a plan selection, however, they are still required to waive (decline) the benefit within the 31day period. Their next opportunity to enroll will be during the district's Annual Enrollment Period for a September 1 effective date.

If you choose not to enroll in TRS-ActiveCare for either yourself and/or your eligible dependents, you will need to waive (decline) the coverage logging in to the **First Financial OnLine** system and waiving the benefit. Please keep in mind that if you decline coverage, you will not be able to elect coverage during the year unless you have a special enrollment event, such as a marriage, divorce, birth or adoption of a child, or loss of other coverage.

- If a form is on file indicating that the employee declined TRS-ActiveCare because of other group coverage and the employee experiences a Special Enrollment Event due to loss of that other coverage, TRS-ActiveCare will allow enrollment effective on the first of the month following the date other coverage was lost.

- If a form is not on file indicating that the employee declined TRS-ActiveCare because of the other group coverage and the employee requests a Special Enrollment Event due to loss of that other coverage, TRS-ActiveCare BCBS will wait to enroll them, pending receipt of a COCC from the previous group health plan. The COCC must be provided within 30 of loss of coverage. When approved, the employee's coverage will still be effective on the first of the month following the date the other coverage was lost, but the employee will have to pay the retroactive month's premium and file for reimbursement of any medical or drug expenses they incurred while waiting for a COCC.

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

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

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

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

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

Eligible dependents include:

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

TRS-ActiveCare automatically provides coverage for a **newborn child** of a covered employee for the first 31 days after the date of birth. To add coverage for the newborn, you must submit a Life Event Change on the First Financial Online System **within 31 days after the date of birth.** The effective date of coverage is the date of birth. If the application is submitted after the enrollment period for the newborn child, the request to add coverage will be denied – even if there would be no change in premium.

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

Special Enrollment Events: The Health Insurance Portability and Accountability Act of 1996 (HIPAA), gives you and your family special health insurance enrollment rights. In addition to making mid-year changes because of family status changes described above, if you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself and/or your dependents in a district medical plan, provided that you request enrollment within thirty-one (31) days after your other coverage ends. This special enrollment right generally is available only if the other coverage is lost because it is no longer available (and not lost because of failure to pay for it or for cause, such as making a fraudulent claim). You are not required to elect COBRA coverage in order to have a special enrollment right; however, if you do elect COBRA coverage, you must

continue it for the entire period it is available to you in order to preserve these special enrollment rights. In addition, if you acquire a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents (including your spouse), provided that you request enrollment within thirty-one (31) days after the marriage, birth, adoption, or placement for adoption. Depending on the event, the new coverage will be effective retroactively to the qualifying event date or the first of the month following the event date, whichever is appropriate. **Note:** You and your dependents will not have to show evidence of good health at the time of enrollment.

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

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

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

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

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

Insurance Information: The district's Insurance Department staff is available to assist you concerning your insurance or benefit coverage questions and concerns. The Insurance Department is located in the Instructional Support Center (North), 10300 Jones Rd., in Suite 335; phone, (281) 897-3882. Additional assistance with your plan selections may be received by

contacting the following companies directly or by visiting the Insurance Department website. The website has links to each health plan administrator. You can also locate a network physician or other network healthcare provider through the Insurance website under “Your Benefits Station”.

Health Insurance Plans – Information also available on Cypress-Fairbanks ISD website, www.cfisd.net under HR / Staff / Insurance.

| Benefit | Provider | Contact | Phone Number | Website or Email |
|--|----------------------------|--|------------------------|---|
| Medical | TRS-ActiveCare Plans | Customer Service | (866-355-5999) | https://www.bcbstx.com/trsactivecare |
| | Scott & White | Customer Service | (800) 321-7947 | http://www.trs.swhp.org/ |
| Prescription Drug | Caremark | Customer Service | (866-355-5999) | http://www2.caremark.com/trsactivecare/ |
| Dental | Cigna | Audrey Ayers | (281) 333-9792 | audrey@yourbenefitsstation.com |
| | Cigna | Audrey Ayers | (281) 333-9792 | audrey@yourbenefitsstation.com |
| | MS of A Dent-All | Wes Ryan | (281) 894-5080 | wryaninsurance@hotmail.com |
| | QCD of America | Member Services | (800) 229-0304 ext 170 | www.qcdofamerica.com |
| Vision | Guardian | Reginald Lillie | (281) 213-9663 | rlillieins@sbcglobal.net |
| Disability Insurance | Sun Life Employee Benefits | Audrey Ayers | (281) 333-9792 | audrey@yourbenefitsstation.com |
| Basic Employee Life and AD&D Insurance | Voya Financial | Tammy Southivorarati (Kainos Partners) | (281) 810-4943 | tammy@kainos-partners.com |
| Optional Employee Life Insurance | Voya Financial | Tammy Southivorarati (Kainos Partners) | (281) 810-4943 | tammy@kainos-partners.com |
| Cancer and Other Specified Disease Insurance | Humana | Lou Moore | (281) 380-1488 | ritagmoore@yahoo.com |
| Long Term Care Insurance | Genworth Life | Customer Service | (866) 659-1970 | www.trs.state.tx.us |
| Tax -Deferred Investments | 403(b) Plan | TCG Administrators | (800) 943-9179 | www.region10rams.org |
| Tax -Deferred Investments | 457 Plan | TCG Administrators | (800) 943-9179 | www.region10rams.org |

PLAN OPTIONS & RATES
DISTRICT PROVIDED BENEFITS

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

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

Plan Year: September 1 through August 31.

Basic Life Insurance & AD&D

A district-paid benefit, underwritten by Voya Financial, is available to all qualified full-time and part-time employees. The benefit is effective the first day of paid employment. Benefit: \$30,000.00 life insurance with an additional \$30,000.00 accidental death and dismemberment (AD&D) insurance. **Beneficiary designation is made on the First Financial online enrollment system.** Information about Optional Life insurance, available for up to \$500,000 is under Optional Employee-Paid Benefits below.

Group Medical Insurance Plans

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

Employee Enrollment - for all employees expected to work a minimum of 10 hours a week.

TRS retirees, higher education employees, and state employees may not be covered as **employees** of a participating district. He or she can be covered as a **dependent** of an eligible employee. See the *TRS-Active Care Enrollment Guide* on the TRS-ActiveCare website.

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

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

Dependent Enrollment Eligibility Period: First 31 days of employment

Eligibility: All permanent full-time (35 hours a week) employees and part-time, substitute and temporary employees expected to work 10 hours or more a week.

Prescription Drug Benefit: Administered by Caremark

Anniversary Date: September 1 of each year

Annual Renewal Period: Summer Annual Enrollment Period (mandated by the state) prior to plan's anniversary date.

Following is a brief summary of each plan. For more comprehensive information about the district's group insurance plans see the Cy-Fair ISD website at www.cfisd.net and Staff / HR / Insurance and Your Benefits Station.



ACTIVATE YOUR HEALTH:

TRS-ActiveCare Plan Highlights 2020-21

► **This new year brings new opportunities to unlock your potential and take charge of your wellness.**

After connecting with your district leaders to learn how we could enhance the quality of your coverage, we're providing improved pricing, more network choices, simplified coverage and a new plan with a lower premium and copays.

Welcome to the 2020-21 TRS-ActiveCare, where you can empower the best you.

What to Know

How to Calculate Your Monthly Premium

| | |
|---|--|
| Total Monthly Premium | |
| ⊖ Your District and State Contributions | |
| ⊖ Your Premium | |

Calculate Your Monthly Premium

| | | | | |
|---|--|--|--|--|
| | | | | |
| ⊖ | | | | |
| ⊖ | | | | |

Ask your Benefits Administrator for your district's specific premiums.

Learn the Terms

- **Premium:** The monthly amount you pay for health care coverage.
- **Deductible:** The annual amount for medical expenses you're responsible to pay before your plan begins to pay its portion.
- **Copay:** The set amount you pay for a covered service at the time you receive it. The amount can vary by the type of service.
- **Coinsurance:** The portion you're required to pay for services after you meet your deductible. It's often a specified percentage of the costs; i.e. you pay 20% while the health care plan pays 80%.
- **Out-of-Pocket Maximum:** The maximum amount you pay each year for medical costs. After reaching the out-of-pocket maximum, the plan pays 100% of allowable charges for covered services.

2020-21 TRS-ActiveCare Plan Highlights Sept. 1, 2020 – Aug. 31, 2021



What's New

- Primary plan with a **lower premium and copays**
- Primary+ (formerly Select) **decreased premiums** by up to 8%
- **Broader networks** of health care providers
- **Lower premiums** for families with children

Leverage Your \$0 Preventive Care*

- Annual routine physicals (ages 12+)
- Annual mammogram (ages 40+)
- Annual OBGYN exam & pap smear (ages 18+)
- Annual prostate cancer screening (ages 45+)
- Well-child care (unlimited up to age 12)
- Healthy diet/obesity counseling (unlimited to age 22; ages 22+ get twenty-six visits per year)
- Smoking cessation counseling (8 visits per year)
- Breastfeeding support (six per year)
- Colonoscopy (ages 50+ once every ten years)

*Available for all plans. See benefits guides for more details.

Did You Know

- Our provider search tool will be available in June.
- Choosing a PCP helps you meet your health goals faster.
- Generic medications save money! Ask your provider if your medicine has a generic.

All TRS-ActiveCare participants have **three plan options**. Each is designed with the unique needs of our members in mind.

| | NEW: TRS-ActiveCare Primary | TRS-ActiveCare HD | NEW: TRS-ActiveCare Primary+ |
|--|--|--|--|
| Plan summary | <ul style="list-style-type: none"> • Lower premium • Copays for doctor visits before you meet deductible • Statewide network • PCP referrals required to see specialists • Not compatible with health savings account (HSA) • No out-of-network coverage | <ul style="list-style-type: none"> • Similar to current 1-HD • Lower premium • Compatible with health savings account (HSA) • Nationwide network with out-of-network coverage • No requirement for PCPs or referrals • Must meet deductible before plan pays for non-preventive care | <ul style="list-style-type: none"> • Simpler version of the current Select plan • Lower deductible than HD and primary plans • Copays for many services and drugs • Higher premium • Statewide network • PCP referrals required to see specialists • Not compatible with a health savings account (HSA) • No out-of-network coverage |
| If you make no changes during Annual Enrollment, you'll have the following plan... | Only employees that choose this new plan during Annual Enrollment will be enrolled in it. | If you're currently in TRS-ActiveCare 1-HD and you make no change during Annual Enrollment, this will be your plan next year. | If you're currently in TRS-ActiveCare Select and you make no changes during Annual Enrollment, this will be your plan next year. |

| Monthly Premiums | Total Premium | Your Premium | Total Premium | Your Premium | Total Premium | Your Premium |
|-----------------------|---------------|--------------|---------------|--------------|---------------|--------------|
| Employee Only | \$386 | \$ | \$397 | \$ | \$514 | \$ |
| Employee and Spouse | \$1,089 | \$ | \$1,120 | \$ | \$1,264 | \$ |
| Employee and Children | \$695 | \$ | \$715 | \$ | \$834 | \$ |
| Employee and Family | \$1,301 | \$ | \$1,338 | \$ | \$1,588 | \$ |

| Plan Features | In-Network Coverage Only | In-Network | Out-of-Network | In-Network Coverage Only |
|---|------------------------------|------------------------------|------------------------------|------------------------------|
| Type of Coverage | | | | |
| Individual/Family Deductible | \$2,500/\$5,000 | \$2,800/\$5,600 | \$5,500/\$11,000 | \$1,200/\$3,600 |
| Coinsurance | You pay 30% after deductible | You pay 20% after deductible | You pay 40% after deductible | You pay 20% after deductible |
| Individual/Family Maximum Out-of-Pocket | \$8,150/\$16,300 | \$6,900/\$13,800 | \$20,250/\$40,500 | \$6,900/\$13,800 |
| Network | Statewide Network | Nationwide Network | | Statewide Network |
| Primary Care Provider (PCP) Required | Yes | No | | Yes |

| Doctor Visits | | | | |
|--------------------|----------------------|------------------------------|------------------------------|----------------------|
| Primary Care | \$30 copay | You pay 20% after deductible | You pay 40% after deductible | \$30 copay |
| Specialist | \$70 copay | You pay 20% after deductible | You pay 40% after deductible | \$70 copay |
| TRS Virtual Health | \$0 per consultation | \$30 per consultation | | \$0 per consultation |

| Immediate Care | | | | |
|--------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Urgent Care | \$50 copay | You pay 20% after deductible | You pay 40% after deductible | \$50 copay |
| Emergency Care | You pay 30% after deductible | You pay 20% after deductible | | You pay 20% after deductible |
| TRS Virtual Health | \$0 per consultation | \$30 per consultation | | \$0 per consultation |

| Prescription Drugs | | | |
|--|---|--|------------------------------|
| Drug Deductible | Integrated with medical | Integrated with medical | \$200 brand deductible |
| Generics (30-Day Supply / 90-Day Supply) | \$15/\$45 copay; \$0 for certain generics | You pay 20% after deductible; \$0 for certain generics | \$15/\$45 copay |
| Preferred Brand | You pay 30% after deductible | You pay 25% after deductible | You pay 25% after deductible |
| Non-preferred Brand | You pay 50% after deductible | You pay 50% after deductible | You pay 50% after deductible |
| Specialty | You pay 30% after deductible | You pay 20% after deductible | You pay 20% after deductible |

This plan is closed and not accepting new enrollees. If you're currently enrolled in TRS-ActiveCare 2, you can remain in this plan.

| TRS-ActiveCare 2 |
|--|
| <ul style="list-style-type: none"> • Closed to new enrollees • Current enrollees can choose to stay in plan • Lower deductible • Copays for many drugs and services • Nationwide network with out-of-network coverage • No requirement for PCPs or referrals |
| If you're currently in TRS-ActiveCare 2, and you make no changes during Annual Enrollment, you will remain in TRS-ActiveCare 2 next year. |

| Total Premium | Your Premium |
|---------------|--------------|
| \$937 | \$ |
| \$2,222 | \$ |
| \$1,393 | \$ |
| \$2,627 | \$ |

| In-Network | Out-of-Network |
|------------------------------|------------------------------|
| \$1,000/\$3,000 | \$2,000/\$6,000 |
| You pay 20% after deductible | You pay 40% after deductible |
| \$7,900/\$15,800 | \$23,700/\$47,400 |
| Nationwide Network | |
| No | |

| | |
|----------------------|------------------------------|
| \$30 copay | You pay 40% after deductible |
| \$70 copay | You pay 40% after deductible |
| \$0 per consultation | |

| | |
|---|------------------------------|
| \$50 copay | You pay 40% after deductible |
| You pay a \$250 copay plus 20% after deductible | |
| \$0 per consultation | |

| |
|---|
| \$200 brand deductible |
| \$20/\$45 copay |
| You pay 25% after deductible (\$40 min/\$80 max)/ You pay 25% after deductible (\$105 min/\$210 max) |
| You pay 50% after deductible (\$100 min/\$200 max)/ You pay 50% after deductible (\$215 min/\$430 max) |
| You pay 20% after deductible (\$200 min/\$900 max)/ No 90-Day Supply of Specialty Medications |

Compare Pricing for Common Medical Services

REMEMBER:

You can use the cost estimator tool on www.bcbstx.com/trsactivecare starting Sept. 1 to shop for the best prices through different providers.

| Benefit | TRS-ActiveCare Primary | TRS-ActiveCare HD | | TRS-ActiveCare Primary+ | TRS-ActiveCare 2 | |
|---|--|--|---|--|--|--|
| | In-Network Only | In-Network Only | Out-of-Network | In-Network Only | In-Network | Out-of-Network |
| Diagnostic Labs* | Office/Independent Lab: You pay \$0 | You pay 20% after deductible | You pay 40% after deductible | Office/Independent Lab: You pay \$0 | Office/Independent Lab: You pay \$0 | You pay 40% after deductible |
| | Outpatient: You pay 30% after deductible | | | Outpatient: You pay 20% after deductible | Outpatient: You pay 20% after deductible | |
| High-Tech Radiology | You pay 30% after deductible | You pay 20% after deductible | You pay 40% after deductible | You pay 20% after deductible | You pay 20% after deductible + \$100 per procedure copay | You pay 40% after deductible + \$100 per procedure copay |
| Outpatient Costs | You pay 30% after deductible | You pay 20% after deductible | You pay 40% after deductible | You pay 20% after deductible | You pay 20% after deductible (\$150 facility copay per incident) | You pay 40% after deductible (\$150 facility copay per incident) |
| Inpatient Hospital Costs | You pay 30% after deductible | You pay 20% after deductible | You pay 40% after deductible (\$500 facility per day maximum) | You pay 20% after deductible | You pay 20% after deductible (\$150 facility copay per day) | You pay 40% after deductible (\$500 facility per day maximum) |
| Freestanding Emergency Room | You pay \$500 copay + 30% after deductible | You pay 20% after deductible + \$500 copay | You pay 40% after deductible + \$500 copay | You pay \$500 copay + 20% after deductible | You pay \$500 copay + 20% after deductible | You pay \$500 copay + 40% after deductible |
| Bariatric Surgery | Facility – You pay 30% after deductible | Not Covered | Not Covered | Facility – You pay 20% after deductible | Facility – You pay 20% after deductible (\$150 facility copay per day) | Not Covered |
| | Professional Services – You pay \$5,000 copay + 30% after deductible | | | Professional Services – You pay \$5,000 copay + 20% after deductible | Professional Services – You pay \$5,000 copay + 20% after deductible | |
| | (Only covered if rendered at a BDC+ facility) | | | (Only covered if rendered at a BDC+ facility) | (Only covered if rendered at a BDC+ facility) | |
| Annual Vision Examination (one per plan year; performed by an ophthalmologist or optometrist) | You pay \$70 copay | You pay 20% after deductible | You pay 40% after deductible | You pay \$70 copay | You pay \$70 copay | You pay 40% after deductible |
| Annual Hearing Exam (one per plan year) | You pay \$70 copay | You pay 20% after deductible | You pay 40% after deductible | You pay \$70 copay | You pay \$70 copay | You pay 40% after deductible |

*Pre-certification for genetic and specialty testing may apply. Contact your Personal Health Guide at 1-866-355-5999 with questions.

2020-21 Health Maintenance Organization Plans and Premiums for Select Regions of the State

REMEMBER:

Remember that when you choose an HMO, you're choosing a regional network.

TRS also contracts with HMOs in certain regions of the state to bring participants in those areas another regional plan option.

| | Central and North Texas Scott & White Health Plan <i>Brought to you by TRS-ActiveCare</i> | Blue Essentials - South Texas HMO <i>Brought to you by TRS-ActiveCare</i> | Blue Essentials - West Texas HMO <i>Brought to you by TRS-ActiveCare</i> |
|---|---|---|---|
|  | You can choose this plan if you live in one of these counties: Austin, Bastrop, Bell, Blanco, Bosque, Brazos, Burleson, Burnet, Caldwell, Collin, Coryell, Dallas, Denton, Ellis, Erath, Falls, Freestone, Grimes, Hamilton, Hays, Hill, Hood, Houston, Johnson, Lampasas, Lee, Leon, Limestone, Madison, McLennan, Milam, Mills, Navarro, Robertson, Rockwall, Somervell, Tarrant, Travis, Walker, Waller, Washington, Williamson | You can choose this plan if you live in one of these counties: Cameron, Hildalgo, Starr, Willacy | You can choose this plan if you live in one of these counties: Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Llano, Loving, Lubbock, Lynn, Martin, Mason, McCulloch, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Randall, Reagan, Reeves, Roberts, Runnels, San Saba, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum |

| Total Monthly Premiums | Total Premium | Your Premium | Total Premium | Your Premium | Total Premium | Your Premium |
|------------------------|---------------|--------------|---------------|--------------|---------------|--------------|
| Employee Only | \$551.10 | \$ | \$491.54 | \$ | \$534.42 | \$ |
| Employee and Spouse | \$1,382.06 | \$ | \$1,182.52 | \$ | \$1,287.58 | \$ |
| Employee and Children | \$883.50 | \$ | \$766.96 | \$ | \$835.68 | \$ |
| Employee and Family | \$1,478.56 | \$ | \$1,258.52 | \$ | \$1,370.12 | \$ |

| Plan Features | | | |
|---|------------------------------|------------------------------|------------------------------|
| Type of Coverage | In-Network Coverage Only | In-Network Coverage Only | In-Network Coverage Only |
| Individual/Family Deductible | \$950/\$2,850 | \$500/\$1,000 | \$950/\$2,850 |
| Coinsurance | You pay 20% after deductible | You pay 20% after deductible | You pay 25% after deductible |
| Individual/Family Maximum Out-of-Pocket | \$7,450/\$14,900 | \$4,500/\$9,000 | \$7,450/\$14,900 |

| Doctor Visits | | | |
|---------------|------------|------------|------------|
| Primary Care | \$20 copay | \$25 copay | \$20 copay |
| Specialist | \$70 copay | \$60 copay | \$70 copay |

| Immediate Care | | | |
|----------------|------------------------------|------------------------------|---|
| Urgent Care | \$50 copay | \$75 copay | \$50 copay |
| Emergency Care | \$500 copay after deductible | You pay 20% after deductible | \$500 copay before deductible plus 25% after deductible |

| Prescription Drugs | | | |
|---------------------|---|-------------------------------|---|
| Drug Deductible | \$150 (excl. generics) | \$100 | \$150 |
| Days Supply | 30-Day Supply / 90-Day Supply | 30-Day Supply / 90-Day Supply | 30-Day Supply / 90-Day Supply |
| Generics | \$5/\$12.50 copay | \$10/\$30 copay | \$5/\$12.50 copay ACA Preventative: \$0 |
| Preferred Brand | 30% after deductible | \$40/\$120 copay | 30% after deductible |
| Non-preferred Brand | 50% after deductible | \$65/\$195 copay | 50% after deductible |
| Specialty | 15%/25% after deductible (preferred/nonpreferred) | You pay 20% after deductible | 15%/25% after deductible (preferred/nonpreferred) |

trs.texas.gov

HSA (HEALTH SAVINGS ACCOUNT)

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

- Your contributions to a HSA are pre-tax, meaning you don't pay federal income tax on the money you contribute. That can save you 20% or more on eligible medical expenses.
- You contribute through payroll deduction. The maximum contribution for calendar year 2020 is \$3,550 for an individual, or \$7,100 per family. Employees over 55 may contribute an additional \$1,000 per year.
- The account cannot be overdrawn. Only those funds on deposit are available to pay expenses.
- Earnings, if any, on your investment in an HSA are tax free.
- Withdrawals are tax free unless you use money from your HSA for something other than eligible medical expenses. If you use the money for expenses other than medical expenses, you will have to pay federal income taxes and a 20% penalty tax. These rules do not apply past the age of 65.

For additional rules see IRS Publication 969 at www.irs.gov.

For additional HAS details and links, refer to the Insurance website and select Health Savings Account under cfisd.net/HR/Staff/Insurance.

OPTIONAL EMPLOYEE-PAID BENEFITS

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

Group Term Life and AD&D

Available to all full-time and part-time employees covered by the district provided Basic Life Insurance benefit. Coverage is available in addition to the district paid \$30,000 Life and AD&D benefit for up to \$500,000.

Underwritten by: Voya Financial

Agent: Kainos Partners, 281-810-4943 or email tammy@kainos-partners.com.

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

Enrollment Eligibility Period: First 31 days of employment.

Annual Enrollment Period: 3-4 Weeks during Summer

Anniversary Date: September 1 of each year

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

Additional Highlights of the Plan:

- **Monthly Rates by Payroll Deduction** - determined by age as of September 1
- **Guarantee Issue up to \$250,000** (no health questions to answer) for new hires if enrolled within 30 days of their hire date. Late entrants, those applying for coverage after their initial 31 day eligibility period and during future Annual Enrollment Periods, must complete an Evidence of Insurability (EOI), a health questionnaire, and be approved for the coverage by the insurance company.
- **Conversion and Portability Privileges** are available if employment is terminated or eligibility ends for any reason. Retirees are available to convert only.
- **Accelerated Death Benefit** – Refer to plan policy.
- **Waiver of Premium** – The benefit continues with no additional premium if the insured becomes totally disabled. The term of the continued coverage is based on the age of the employee at the time the disability commences.
- **Rate guarantee.** The rates below are guaranteed through August 31, 2020. Premium rate increases resulting from aging are effective September 1 of each year. The EOI questionnaire, if required, will have to be approved by the insurance company. The EOI form can be submitted through the **First Financial OnLine** enrollment system.

| CFISD Optional Life Insurance Premium Rates | | | | | | | | | |
|---|-------|-------|-------|-------|--------|--------|--------|--------|--------|
| Employee Monthly Rates for Optional Life Insurance | | | | | | | | | |
| EMPLOYEE Optional MONTHLY Premium | | | | | | | | | |
| Rate Per 1,000 | 0.059 | 0.066 | 0.113 | 0.150 | 0.233 | 0.343 | 0.583 | 1.098 | 1.751 |
| EE Age | <35 | 35-39 | 40-44 | 45-49 | 50-54 | 55-59 | 60-64 | 65-69 | 70+ |
| 10,000 | 0.59 | 0.66 | 1.13 | 1.50 | 2.33 | 3.43 | 5.83 | 10.98 | 17.51 |
| 20,000 | 1.18 | 1.32 | 2.26 | 3.00 | 4.66 | 6.86 | 11.66 | 21.96 | 35.02 |
| 30,000 | 1.77 | 1.98 | 3.39 | 4.50 | 6.99 | 10.29 | 17.49 | 32.94 | 52.53 |
| 40,000 | 2.36 | 2.64 | 4.52 | 6.00 | 9.32 | 13.72 | 23.32 | 43.92 | 70.04 |
| 50,000 | 2.95 | 3.30 | 5.65 | 7.50 | 11.65 | 17.15 | 29.15 | 54.90 | 87.55 |
| 60,000 | 3.54 | 3.96 | 6.78 | 9.00 | 13.98 | 20.58 | 34.98 | 65.88 | 105.06 |
| 70,000 | 4.13 | 4.62 | 7.91 | 10.50 | 16.31 | 24.01 | 40.81 | 76.86 | 122.57 |
| 80,000 | 4.72 | 5.28 | 9.04 | 12.00 | 18.64 | 27.44 | 46.64 | 87.84 | 140.08 |
| 90,000 | 5.31 | 5.94 | 10.17 | 13.50 | 20.97 | 30.87 | 52.47 | 98.82 | 157.59 |
| 100,000 | 5.90 | 6.60 | 11.30 | 15.00 | 23.30 | 34.30 | 58.30 | 109.80 | 175.10 |
| 110,000 | 6.49 | 7.26 | 12.43 | 16.50 | 25.63 | 37.73 | 64.13 | 120.78 | 192.61 |
| 120,000 | 7.08 | 7.92 | 13.56 | 18.00 | 27.96 | 41.16 | 69.96 | 131.76 | 210.12 |
| 130,000 | 7.67 | 8.58 | 14.69 | 19.50 | 30.29 | 44.59 | 75.79 | 142.74 | 227.63 |
| 140,000 | 8.26 | 9.24 | 15.82 | 21.00 | 32.62 | 48.02 | 81.62 | 153.72 | 245.14 |
| 150,000 | 8.85 | 9.90 | 16.95 | 22.50 | 34.95 | 51.45 | 87.45 | 164.70 | 262.65 |
| 160,000 | 9.44 | 10.56 | 18.08 | 24.00 | 37.28 | 54.88 | 93.28 | 175.68 | 280.16 |
| 170,000 | 10.03 | 11.22 | 19.21 | 25.50 | 39.61 | 58.31 | 99.11 | 186.66 | 297.67 |
| 180,000 | 10.62 | 11.88 | 20.34 | 27.00 | 41.94 | 61.74 | 104.94 | 197.64 | 315.18 |
| 190,000 | 11.21 | 12.54 | 21.47 | 28.50 | 44.27 | 65.17 | 110.77 | 208.62 | 332.69 |
| 200,000 | 11.80 | 13.20 | 22.60 | 30.00 | 46.60 | 68.60 | 116.60 | 219.60 | 350.20 |
| 210,000 | 12.39 | 13.86 | 23.73 | 31.50 | 48.93 | 72.03 | 122.43 | 230.58 | 367.71 |
| 220,000 | 12.98 | 14.52 | 24.86 | 33.00 | 51.26 | 75.46 | 128.26 | 241.56 | 385.22 |
| 230,000 | 13.57 | 15.18 | 25.99 | 34.50 | 53.59 | 78.89 | 134.09 | 252.54 | 402.73 |
| 240,000 | 14.16 | 15.84 | 27.12 | 36.00 | 55.92 | 82.32 | 139.92 | 263.52 | 420.24 |
| 250,000 | 14.75 | 16.50 | 28.25 | 37.50 | 58.25 | 85.75 | 145.75 | 274.50 | 437.75 |
| 260,000 | 15.34 | 17.16 | 29.38 | 39.00 | 60.58 | 89.18 | 151.58 | 285.48 | 455.26 |
| 270,000 | 15.93 | 17.82 | 30.51 | 40.50 | 62.91 | 92.61 | 157.41 | 296.46 | 472.77 |
| 280,000 | 16.52 | 18.48 | 31.64 | 42.00 | 65.24 | 96.04 | 163.24 | 307.44 | 490.28 |
| 290,000 | 17.11 | 19.14 | 32.77 | 43.50 | 67.57 | 99.47 | 169.07 | 318.42 | 507.79 |
| 300,000 | 17.70 | 19.80 | 33.90 | 45.00 | 69.90 | 102.90 | 174.90 | 329.40 | 525.30 |
| 310,000 | 18.29 | 20.46 | 35.03 | 46.50 | 72.23 | 106.33 | 180.73 | 340.38 | 542.81 |
| 320,000 | 18.88 | 21.12 | 36.16 | 48.00 | 74.56 | 109.76 | 186.56 | 351.36 | 560.32 |
| 330,000 | 19.47 | 21.78 | 37.29 | 49.50 | 76.89 | 113.19 | 192.39 | 362.34 | 577.83 |
| 340,000 | 20.06 | 22.44 | 38.42 | 51.00 | 79.22 | 116.62 | 198.22 | 373.32 | 595.34 |
| 350,000 | 20.65 | 23.10 | 39.55 | 52.50 | 81.55 | 120.05 | 204.05 | 384.30 | 612.85 |
| 360,000 | 21.24 | 23.76 | 40.68 | 54.00 | 83.88 | 123.48 | 209.88 | 395.28 | 630.36 |
| 370,000 | 21.83 | 24.42 | 41.81 | 55.50 | 86.21 | 126.91 | 215.71 | 406.26 | 647.87 |
| 380,000 | 22.42 | 25.08 | 42.94 | 57.00 | 88.54 | 130.34 | 221.54 | 417.24 | 665.38 |
| 390,000 | 23.01 | 25.74 | 44.07 | 58.50 | 90.87 | 133.77 | 227.37 | 428.22 | 682.89 |
| 400,000 | 23.60 | 26.40 | 45.20 | 60.00 | 93.20 | 137.20 | 233.20 | 439.20 | 700.40 |
| 410,000 | 24.19 | 27.06 | 46.33 | 61.50 | 95.53 | 140.63 | 239.03 | 450.18 | 717.91 |
| 420,000 | 24.78 | 27.72 | 47.46 | 63.00 | 97.86 | 144.06 | 244.86 | 461.16 | 735.42 |
| 430,000 | 25.37 | 28.38 | 48.59 | 64.50 | 100.19 | 147.49 | 250.69 | 472.14 | 752.93 |
| 440,000 | 25.96 | 29.04 | 49.72 | 66.00 | 102.52 | 150.92 | 256.52 | 483.12 | 770.44 |
| 450,000 | 26.55 | 29.70 | 50.85 | 67.50 | 104.85 | 154.35 | 262.35 | 494.10 | 787.95 |
| 460,000 | 27.14 | 30.36 | 51.98 | 69.00 | 107.18 | 157.78 | 268.18 | 505.08 | 805.46 |
| 470,000 | 27.73 | 31.02 | 53.11 | 70.50 | 109.51 | 161.21 | 274.01 | 516.06 | 822.97 |
| 480,000 | 28.32 | 31.68 | 54.24 | 72.00 | 111.84 | 164.64 | 279.84 | 527.04 | 840.48 |
| 490,000 | 28.91 | 32.34 | 55.37 | 73.50 | 114.17 | 168.07 | 285.67 | 538.02 | 857.99 |
| 500,000 | 29.50 | 33.00 | 56.50 | 75.00 | 116.50 | 171.50 | 291.50 | 549.00 | 875.50 |

| Spouse Monthly Rates for Optional Life Insurance | | | | | | | | | |
|---|-------|-------|-------|-------|-------|-------|-------|--------|--------|
| Spouse rates are determined by the age of the Employee | | | | | | | | | |
| SPOUSE Optional MONTHLY Premium (Life Only) | | | | | | | | | |
| Life Rate | 0.059 | 0.042 | 0.113 | 0.150 | 0.233 | 0.343 | 0.583 | 1.098 | 1.751 |
| EE Age | <35 | 35-39 | 40-44 | 45-49 | 50-54 | 55-59 | 60-64 | 65-69 | 70+ |
| 5,000 | 0.30 | 0.21 | 0.57 | 0.75 | 1.17 | 1.72 | 2.92 | 5.49 | 8.76 |
| 10,000 | 0.59 | 0.42 | 1.13 | 1.50 | 2.33 | 3.43 | 5.83 | 10.98 | 17.51 |
| 15,000 | 0.89 | 0.63 | 1.70 | 2.25 | 3.50 | 5.15 | 8.75 | 16.47 | 26.27 |
| 20,000 | 1.18 | 0.84 | 2.26 | 3.00 | 4.66 | 6.86 | 11.66 | 21.96 | 35.02 |
| 25,000 | 1.48 | 1.05 | 2.83 | 3.75 | 5.83 | 8.58 | 14.58 | 27.45 | 43.78 |
| 30,000 | 1.77 | 1.26 | 3.39 | 4.50 | 6.99 | 10.29 | 17.49 | 32.94 | 52.53 |
| 35,000 | 2.07 | 1.47 | 3.96 | 5.25 | 8.16 | 12.01 | 20.41 | 38.43 | 61.29 |
| 40,000 | 2.36 | 1.68 | 4.52 | 6.00 | 9.32 | 13.72 | 23.32 | 43.92 | 70.04 |
| 45,000 | 2.66 | 1.89 | 5.09 | 6.75 | 10.49 | 15.44 | 26.24 | 49.41 | 78.80 |
| 50,000 | 2.95 | 2.10 | 5.65 | 7.50 | 11.65 | 17.15 | 29.15 | 54.90 | 87.55 |
| 55,000 | 3.25 | 2.31 | 6.22 | 8.25 | 12.82 | 18.87 | 32.07 | 60.39 | 96.31 |
| 60,000 | 3.54 | 2.52 | 6.78 | 9.00 | 13.98 | 20.58 | 34.98 | 65.88 | 105.06 |
| 65,000 | 3.84 | 2.73 | 7.35 | 9.75 | 15.15 | 22.30 | 37.90 | 71.37 | 113.82 |
| 70,000 | 4.13 | 2.94 | 7.91 | 10.50 | 16.31 | 24.01 | 40.81 | 76.86 | 122.57 |
| 75,000 | 4.43 | 3.15 | 8.48 | 11.25 | 17.48 | 25.73 | 43.73 | 82.35 | 131.33 |
| 80,000 | 4.72 | 3.36 | 9.04 | 12.00 | 18.64 | 27.44 | 46.64 | 87.84 | 140.08 |
| 85,000 | 5.02 | 3.57 | 9.61 | 12.75 | 19.81 | 29.16 | 49.56 | 93.33 | 148.84 |
| 90,000 | 5.31 | 3.78 | 10.17 | 13.50 | 20.97 | 30.87 | 52.47 | 98.82 | 157.59 |
| 95,000 | 5.61 | 3.99 | 10.74 | 14.25 | 22.14 | 32.59 | 55.39 | 104.31 | 166.35 |
| 100,000 | 5.90 | 4.20 | 11.30 | 15.00 | 23.30 | 34.30 | 58.30 | 109.80 | 175.10 |
| 105,000 | 6.20 | 4.41 | 11.87 | 15.75 | 24.47 | 36.02 | 61.22 | 115.29 | 183.86 |
| 110,000 | 6.49 | 4.62 | 12.43 | 16.50 | 25.63 | 37.73 | 64.13 | 120.78 | 192.61 |
| 115,000 | 6.79 | 4.83 | 13.00 | 17.25 | 26.80 | 39.45 | 67.05 | 126.27 | 201.37 |
| 120,000 | 7.08 | 5.04 | 13.56 | 18.00 | 27.96 | 41.16 | 69.96 | 131.76 | 210.12 |
| 125,000 | 7.38 | 5.25 | 14.13 | 18.75 | 29.13 | 42.88 | 72.88 | 137.25 | 218.88 |

| CHILD Optional MONTHLY Premium (Life Only) | | |
|---|------|--|
| Child Optional Life monthly premium is a flat amount determined by the election amount | | |
| 10,000 | 0.42 | Single monthly premium regardless of the number of eligible children |

Disability Insurance

Provides insurance protection for your paycheck in the event you become disabled and unable to work. Disability due to **pregnancy** or complications of pregnancy are **covered on the same basis as a sickness**. Benefits may be purchased for up to 66 2/3% of your monthly earnings, to a maximum monthly benefit of \$7,500. Guaranteed issue at the time of initial eligibility (subject to a 12 month pre-existing condition exclusion). Rates are dependent on benefit level, waiting period, and plan selections. Optional employee-paid benefit available to all employees working 15 or more hours a week.

Underwritten by: Sun Life Employee Benefits

Agent: Audrey Ayers, phone: (281) 333-9792; e-mail: audrey@yourbenefitsstation.com

Effective Date: First day of the month following the first day of paid employment, or the first of the month following your completion of the online enrollment process, whichever is later.

Enrollment Eligibility Period: First 31 days of employment or subsequent annual enrollment periods.

Guarantee Issued (no health questions to answer) for those enrolled within 30 days of their initial eligibility date.

Pre-existing Condition Limitation: The plan will not cover any disability that begins in the first 12 months after your effective date of coverage that is caused by, contributed to by, or resulting from a pre-existing condition. **Pre-existing condition** means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and the disability begins in the first 12 months after your effective date of coverage. **CAUTION:** If you think you are or will be pregnant on your effective date of coverage know that this pre-existing condition limitation may exclude benefits for this pregnancy.

Annual Enrollment Period: 3-4 Weeks during Summer

Anniversary Date: September 1 of each year

Disability Plan Options and Monthly Rates by Payroll Deduction

Plan A (Pays to age 65 for both injury and illness disability) \$5.56 - \$316.26

Plan B (Pays to age 65 for injury disability; pays for 5 years for illness disability) \$4.98 – \$281.90

Elimination Periods (waiting periods) Available: 0 Day Accident/7 Day Illness; 14 Day Accident/14 Day Illness; 30 Day Accident/30 Day Illness. - **On the first day of inpatient hospital confinement, the remainder of the elimination period will be waived.**

SPECIAL NOTE: The Human Resources Department must have entered your annual salary into the system before you will be able to select a monthly disability benefit at the time of your enrollment. If you have trouble enrolling or selecting a benefit level please call the Insurance Department at 281-897-3882.

Cancer & Specified Disease Insurance

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees. The cancer plan pays cash benefits directly to the covered member when services are received for treatment of cancer or other diseases specifically covered by the policy. **The plan includes an annual Wellness Benefit payable up to \$100 for cancer screening tests such as mammogram, Pap test, chest X-ray, prostate screen, etc.** The policy pays in addition to and without regard to any major medical insurance the employee may have. Coverage is available for dependents. Employees having a family history of cancer or a personal life-style risk (smoking or other exposure) might want to consider this policy. The policy does require that the applicant be approved by medical underwriting after answering a few medical questions on the application. The application will be mailed to employees who enroll in this benefit through the **First Financial OnLine** enrollment system. Since the application has personal and private health information, you are instructed **NOT TO SEND THE APPLICATION TO THE INSURANCE DEPARTMENT.** Mail the application back to **Bay Bridge Administrators, LLC, Attn: Underwriting, P.O. Box 161690, Austin, TX 78716.**

Underwritten by: Humana Insurance Company

Agent: Lou Moore, phone: (281) 380-1488; e-mail: ritamoore@yahoo.com

Effective Date: First day of the month following insurance company approval of application.

Enrollment Eligibility Period: First 31 days of employment or subsequent annual enrollment periods.

Annual Enrollment Period: 3-4 week period during Summer

Anniversary Date: September 1 of each year

DENTAL PLANS:

Cigna Dental Plan

Optional employee-paid benefit available to all employees working 15 or more hours a week.

Administered by: Cigna Health and Life Insurance Company

Plan Type: Dental insurance plan allowing **freedom to choose** your own dental providers. Maximum plan year (September 1 – August 31) benefit is \$2,000 per plan year, deductible for Type II and III services is \$50.

Co-Insurance Percentage:

- Type I (Preventive Dental Services) = 100% No waiting period for services
- Type II (Basic Restorative Services) = 80% No waiting period for services
- Type III (Major Dental Services) = 50% No waiting period for services
- Type IV (Orthodontic Dental Services) = 50%; Requires 12 month waiting period

Vision Benefits: Service discounts offered by Cigna Vision Network.

Agent: Audrey Ayers, phone: (281) 333-9792; e-mail: audrey@yourbenefitstation.com

Effective Date: First day of the month following the first day of paid employment.

Enrollment Eligibility Period: First 31 days of employment or subsequent annual enrollment periods.

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

Anniversary Date: September 1 of each year

Current Monthly Rates by Payroll Deduction

| | |
|--|----------|
| Employee Only | \$ 54.92 |
| Employee + 1 Dependent (1 child or a spouse) | 76.30 |
| Employee + Family (2 or more dependents) | 107.88 |

Cigna DHMO Dental Plan with Vision Discounts

Optional employee-paid benefit available to all employees working 15 or more hours a week.

Underwritten by: Cigna Dental Health of Texas, Inc.

Plan Type: A Dental Health Maintenance Organization (DHMO) offering a co-payment schedule for services received from **network dental providers**.

Vision Benefits: Service discounts offered by Cigna Vision Network.

Agent: Audrey Ayers, phone: (281) 333-9792; e-mail: audrey@yourbenefitstation.com

Effective Date: First day of the month following the first day of paid employment.

Enrollment Eligibility Period: First 31 days of employment or subsequent annual enrollment periods.

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

Anniversary Date: September 1 of each year

Current Monthly Rates by Payroll Deduction

| | |
|--|---------|
| Employee Only | \$ 9.48 |
| Employee + 1 Dependent (1 child or a spouse) | \$14.88 |
| Employee + Family (2 or more dependents) | \$23.50 |

MSofA Dent-All with Vision Discounts

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees working 15 or more hours per week.

Provided by: MSofA Dent-All Plan, Inc.

Agent: Wes Ryan, phone: (281) 894-5080; e-mail: wryaninsurance@hotmail.com

Plan Type: Discount plan offering discounted fee schedule for services received from participating providers.

Vision Benefits: Service discounts offered by Coast to Coast Vision Plan providers.

Effective Date: First day of the month following the first day of paid employment.

Enrollment Eligibility Period: First 31 days of employment or subsequent annual enrollment periods.

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

Anniversary Date: September 1 of each year

Current Monthly Membership Fees by Payroll Deduction

| | | |
|--------|--|---------|
| Plan A | Employee & Dependents (Dental, Vision & Neighborhood Pharmacy) | \$10.00 |
| Plan B | Employee & Dependents (Dental & Vision) | 5.00 |
| Plan C | Employee & Dependents (Vision & Neighborhood Pharmacy) | 5.00 |

QCD of America Dental & Vision Plan

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees working 15 or more hours per week.

Provided by: QCD of America, phone: (800) 229-0304; www.QCDofAmerica.com

Plan Type: Scheduled plan offering scheduled fees for services received from **participating providers**.

Vision Benefits: Service discounts offered by Eye Care Centers of America, Inc. (i.e., *Eyemasters*)

Effective Date: First day of the month following the first day of paid employment.

Enrollment Eligibility Period: First 31 days of employment or subsequent annual enrollment periods.

Annual Open Enrollment Period: 3-4 week period during summer

Anniversary Date: September 1 of each year

Current Monthly Membership Fees by Payroll Deduction

| | |
|--|-----------|
| Employee Only | No Charge |
| Employee + 1 Dependent (1 child or a spouse) | \$6.00 |
| Employee + Family (2 or more dependents) | \$9.00 |

Guardian Vision Insurance

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees working 15 hours or more per week.

Provided by: Guardian VSP Vision

Agent: Reginald Lille, phone: (281) 213-9663; email: rlillieins@sbcglobal.net

Vision Benefits: Provides vision coverage for regular eye exams, lenses and frames.

Effective Date: First day of the month following the first day of paid employment.

Enrollment Eligibility Period: First 31 days of employment or subsequent annual enrollment periods.

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

Anniversary Date: September 1 of each year

**PRE-EXISTING CONDITION LIMITATIONS AND
HEALTH PLAN COVERAGE CERTIFICATIONS**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) may affect your health and/or dental coverage if you are enrolled or become eligible to enroll in health/dental coverage that excludes coverage for pre-existing medical conditions.

An important protection of the Act is portability. Portability means that once you obtain coverage through a group health plan, you will be able to use evidence of that insurance to reduce or eliminate any pre-existing medical condition exclusion period that might otherwise have been imposed on you if you move to another group health plan. You are entitled to a certificate from your prior plan or issuer that will show evidence of your prior health coverage,

and to request a certificate if one has not been provided to you. This Plan will assist you in obtaining a certificate from any prior plan, if necessary.

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

Health Plan Coverage Certifications: Every Cypress-Fairbanks employee and his or her dependent who loses coverage under a Cypress-Fairbanks ISD health plan will automatically be mailed a Certificate of Coverage along with their COBRA notification.

PREMIUM ONLY PLAN (POP)

The district's Flexible Benefits Plan, also known as the Premium Only Plan (POP), a qualified "cafeteria plan" under Section 125 of the Internal Revenue Code of 1986, was recently amended to better comply with federal mandates including the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Family Medical Leave Act (FMLA), the Health Insurance Portability and Accountability Act (HIPAA), and other provisions of the law including Sections 105 and 106 of the IRS Code.

The plan is the umbrella under which the district's employee group benefit plans are administered allowing premiums for benefits to be deducted from gross income pretax; resulting in federal income tax savings for participating employees. Several sections of the plan are provided here to educate and inform employees of their rights and responsibilities regarding changes to their benefit selections. *The complete plan document is on file in the district's Insurance Department.*

Plan Year and Participation: The plan year is September 1 through August 31, annually. *Participation in the plan is mandatory.* Premiums for the following benefit plans will be deducted on a pretax basis: group medical, dental, vision, and the cancer and specified disease insurance policy. Failure to enroll or change elections in any benefit plan during any annual enrollment period shall be deemed to be a reelection of an employee's prior plan year's elections. The disability insurance plan is not included in the plan, allowing disability benefits to be received tax-free.

When Participation is Canceled Because of Termination of Employment: Participation in the plan is terminated on the last day of the month of employment. If the individual again becomes an eligible employee during the same plan year and is otherwise eligible to participate in the plan again, participation will be resumed for the remainder of the plan year according to the benefit elections in effect immediately prior to the termination of participation.

Participation During Leaves of Absence: A participant on paid leave of absence shall continue to participate in the plan. A participant who is on an unpaid leave of absence, other than for Family Medical Leave (FML) (see below), shall be deemed to have terminated plan participation. Participation in the plan can be continued during an unpaid period of employment by paying all required premiums to the district. *If required premiums are not paid to the district during the unpaid leave and the employee resumes employment, he/she cannot resume participation in the group benefit plans until the next annual enrollment period.*

Family Medical Leave (FML): An employee on an approved Family Medical Leave has rights allowing cancellation of plan participation, or continued participation in the plan with premium payments being made to the district, and full resumption of benefits regardless of their cancellation during the leave.

MID-YEAR CHANGE OF ELECTION: A participant may **ONLY CHANGE** a benefit election during the plan year in accordance with the following provisions: All required documentation of the change in status and any required enrollment or change forms must be presented to the district's Insurance Department within 31 days of the qualifying event/status change.

Special Enrollment Due to Loss of Other Coverage: If coverage under this plan was declined for the employee, spouse, or other dependent because of other group health plan coverage and the other coverage is lost because of a loss of eligibility the employee, spouse, or other dependent shall be eligible to participate in this plan provided that the individual enrolls in the plan within thirty-one (31) days after the loss of the other coverage.

Special Enrollment Rights Due to Newly Acquired Dependents: If a dependent becomes a dependent of the eligible employee through marriage, birth, or adoption or placement for adoption, the eligible employee, spouse, or dependent shall be eligible for participation provided that the individual enrolls in the plan within thirty-one (31) days after the marriage, birth, or adoption or placement.

Change In Status Events: An employee may change his/her election if a change in status described below occurs during the plan year and the benefit election change is on account of and consistent with the change in status. The employee and/or dependent must enroll in the plan within thirty-one (31) days after the event date.

Legal marital status: Events that change an employee's legal marital status, including marriage, death of spouse, divorce, legal separation, or annulment. **Note:** The district recognizes common law marriage only if the employee has a certificate of common law marriage.

Number of dependents: Events that change an employee's number of dependents, including birth, adoption, placement for adoption or death of a dependent.

Employment status: A termination or commencement of employment by the employee, spouse, or dependent.

Work schedule: A switch between part time and full time and vice versa by the employee.

Dependent satisfies or ceases to satisfy the requirements for unmarried dependents: An event that causes an employee's dependent to satisfy, or cease to satisfy, the requirements for coverage due to dependency status, attainment of age, or any similar circumstance as provided in the health plan under which the employee receives coverage.

Cost Changes: If an employee elects health coverage which is insured or provided by a health maintenance organization (HMO) and the insurer or HMO significantly increases the cost of coverage during the Plan year, the employee may change his or her benefit election for another similar coverage provided by the employer for the remainder of the plan year. *In this circumstance, an employee may not waive coverage for the remainder of the plan year.*

SPECIAL NOTE: Any changes outlined above must be made within thirty-one (31) days of the change of status event date and must be evidenced at the time of the change with documented proof of the change. If in doubt as to whether an event qualifies for a change in selections or what is accepted as documentation of the status change please call the Insurance Department for assistance **well in advance of the thirty-one (31) day deadline.** To terminate a former spouse or step child's coverage, please make sure it is documented in the divorce decree. The new coverage will be effective retroactively to the qualifying event date or the first of the month following the qualifying event date, whichever is most appropriate for the qualifying event.

TAX DEFERRED INVESTMENT PROGRAMS

Tax Deferred (Retirement) Contribution Savings Plan - Universal Access for All Employees

All employees, including substitutes, are eligible to participate. These plans (often called "Tax Sheltered Annuities" or TSA) are voluntary plans that allow you to defer a portion of your paycheck into a retirement plan. They are one of the most valuable employee benefits offered because they can help you bridge your retirement income gap and lower your taxes at the same time. Although you are allowed to withdraw funds from a tax-deferred contribution plan early for very limited and specific reasons, the sole purpose of tax deferred compensation is to assist employees in saving for retirement.

Under a Tax Deferred Compensation Plan, the portion of your income that you direct into the plan is not taxed until withdrawn, usually when you retire, and then possibly at a lower tax rate (because you would no longer be a wage earner). Under federal law, you do not have to pay income taxes on your contributions or the account earnings until you withdraw money out of the plan. Over the years it saves you from having to pay a lot of federal income tax.

Eligibility

All district employees, including substitutes and temporary workers are eligible to participate in the tax-deferred investment programs.

Enrollment Eligibility Period

Any time. There is no annual enrollment period restriction for tax deferred investments; you can start one at any time.

What are the benefits of contributing to a Tax Deferred (Retirement) Compensation Plan?

- Bridge your retirement income gap.
- Lower your income taxes during your working years.
- It's easy to start saving now through payroll deduction.

Our Plans

The district has two Tax Deferred Contribution plans, the 457 Plan, and the 403(b) Plan, both administered by **TCG Administrators**.

The 457 Plan

The 457 Plan, administered by TCG Administrators, is probably the easier of the two plans to enroll in because all their enrollment information and their enrollment forms are contained in their "Enrollment Guide" available on the district's Insurance Department web page. Plus, your investment choices in the plan are limited to just the 15 funds that they have already investigated and chosen to make available. If you need assistance or would like additional information, please call them at (800) 943-9179.

The 403(b) Plan

The process to initiate a 403(b) or 403(b)(7) account is simple in concept, but sometimes implementation is more cumbersome and time consuming. The first step is to determine which financial services company you want to manage your contributions. It is recommended you first go to the TCG Administrators web page at: <http://www.region10rams.org/publicsite/> to locate the 403(b) vendors registered to sell investment products with our plan.

Once you decide what company you want as the custodian of your account funds, and in which of their fund products you want to invest, you will need to contact the investment company and open an account with them. After you have established your account you then need to go back to the TCG website and by following the instructions below, set up your payroll deduction contribution.

If you do not have Internet access or you need assistance, please call TCG at (800) 943-9179 and they can assist you with these services by phone. To make a 403(b) salary reduction election or to make a change online, please follow the instructions below.

The TCG Administrators web site is located at: <http://www.region10rams.org/publicsite/>

- Click on "Login". Choose either Current Participants or New Participants.

- **Current Participants** are those who were actively contributing to a 403(b) account prior to the plan take-over by TCG Administrators and this is your first time logging in to the Region 10 RAMS site. Your initial Username will be your Social Security Number and your initial Password will be the last four numbers of your Social Security Number.
- Enter your username and password as described above. Select “Participant”.
- Select “Personal Profile”. Edit your personal information and establish a new password for your future use
- **New Participants** - Your Username is your Social Security Number. For Non-Substitute Regular employees your Password is cyfai403. If you are a Substitute employee your Username is csub403.
- After entering your login information select “Begin”.
- Select “Personal Profile”. Edit your personal information and establish a new password for future use.
- If you have any problems, please call TCG’s Customer Service at (800) 943-9179.

Major Differences between the 457 Plan and the 403(b) Plan

| | 403(b) Plan | 457 Plan |
|-----------------------------------|--|--|
| Withdrawal provisions | Hardship withdrawal for severe financial hardship as defined by IRS regulation. | Withdrawal for a severe financial hardship resulting from an unforeseeable emergency as defined by the plan. |
| When may the assets be withdrawn? | Plan payout when at least age 55 and retired, or 59 ½ (regardless of employment status) without tax penalty. | Plan payout upon retirement or separation from service without tax penalty (no age requirement). |

Important Note

Providers may charge fees for handling your deferred compensation account and must provide you with a full disclosure of all fees upon your request or enrollment. Plus, you will receive your account statement, either by paper or electronically directly from your chosen investment company.

More Information

Additional information about both the 457 and 403 (b) plans is available on the district’s Insurance Department web page at: http://www.cfid.net/dept2/insur/egmi_tax.htm. For a tutorial on Tax Deferred Contributions Plans in an easy to understand Question and Answer format we recommend you also check out 403bwise at: <http://www.403bwise.com/participants/index.html>

ALERT: Cypress-Fairbanks ISD DOES NOT hire or contract with any financial agent other than TCG Administrators for the 457 plan. No financial agent “representing” CFISD will ever call you at home. Further, agents are prohibited from soliciting or conducting business on district property. Because investment strategies are a personal decision that each employee should investigate on his/her own, Cypress-Fairbanks I.S.D.

makes no recommendation or approval of individual 403(b) plans, their sales representatives, agents, or financial advisors.

REQUIRED NOTIFICATIONS

New Health Insurance Marketplace Coverage Options and Your Health Coverage

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014. Please note, all individuals in the United States will be required to have health insurance by January 1, 2014. Under TRS-ActiveCare, (the district's medical insurance plan), this individual mandate is not a special enrollment event. New hires who wish to enroll in TRS-ActiveCare must do so no later than their 31st day of active employment.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

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

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹* All TRS-ActiveCare plans, including the three HMO options, meet the minimum value requirement under the Affordable Care Act (ACA).

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution - as well as your employee contribution to employer-offered coverage - is often excluded from income for federal and state income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or visit Your Benefit Station, posted at www.cfisd.net and located under Staff / HR / Insurance.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

**1 An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.*

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

| | |
|---|--|
| 3. Employer name CYPRESS-FAIRBANKS ISD | 4. Employer Identification Number (EIN) 74-6000654 |
| 5. Employer address PO BOX 692003 | 6. Employer phone number (281) 897-4000 |
| 7. City HOUSTON | 8. State TEXAS |
| 9. ZIP code 77269-2003 | 10. Who can we contact about employee health coverage at this job? INSURANCE DEPARTMENT WWW.CFISD.NET STAFF / HR / INSURANCE |
| 11. Phone number (if different from above) (281) 897-3882 | 12. Email address Insurance@cfisd.net |

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

All employees.

Some employees. Eligible employees are: Employees of the district and are either active contributing TRS members or are employed for 10 or more regularly scheduled hours each week.

With respect to dependents:

We do offer coverage. Eligible dependents are:

- A spouse (including common law spouse)
- A child under the age of 26, who is one of the following:

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

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit HealthCare.gov to find out if you can get a tax credit to lower your monthly premiums.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN’S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you’re eligible for health coverage from your employer, the state of Texas may have a **premium assistance program** that can help pay for coverage, using funds from their Medicaid or Chip programs. If you or your children are not eligible for Medicaid or CHIP, you won’t be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP, you can contact the Texas State Medicaid or CHIP office to find out if premium assistance is available to you.

Texas Medicaid Contact info:

Website: <http://gethipptexas.com/>

Phone: 1-800-440-0493

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact the Texas State Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, you can ask the state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer's health plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at: www.askebsa.dol.gov or call 1-866-444-EBSA (3272).

Additional information on special enrollment rights can be found at the U.S. Department of Labor website www.dol.gov/ebsa, or phone number 1-866-444-EBSA (3272) or U.S. Department of Health and Human Services for Medicare and Medicaid Services website www.cms.hhs.gov or phone number 1-66-267-2323, option 4, ext. 61565.

English, Spanish and Vietnamese versions of this notice are available on the district's Insurance Department web page.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 REQUIRED NOTIFICATION

The federal law entitled the *Women's Health and Cancer Rights Act of 1998* requires group health plans and health insurers providing coverage for mastectomies to provide certain mastectomy-related benefits or services. The district's major medical insurance plans, offered through TRS-ActiveCare, provide coverage for these medical services.

The following information is being provided to you as required by law. This notice is a summary, for information purposes only, and is not intended to be legal advice.

The Women's Health and Cancer Rights Act of 1998 (The "ACT") was enacted as part of H.R. 4328, Federal Omnibus Consolidated and Emergency Supplemental Appropriations Bill for 1999.

The Act requires that group health plans and health insurance issuers, in the group or individual

markets, that provide medical and surgical benefits with respect to mastectomy, must provide plan participants and plan beneficiaries who are receiving benefits in connection with a mastectomy, and who elect breast reconstruction in connection with the mastectomy, coverage for the following:

- reconstruction of the breast on which the mastectomy has been performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- and prostheses and treatment of physical complication at all stages of mastectomy, including lymphedemas.

Coverage for these benefits or services will be provided in a manner determined in consultation with the attending physician and the patient. Coverage for the mastectomy-related services or benefits required under the Women's Health Law may be subject to the same deductibles and co-insurance or co-payment provisions that apply with respect to other established medical or surgical benefits under the group health plan or coverage.

Insured plans, including large and small groups, individual coverage, association plans and self-funded plans, are subject to the law. The Act's requirements are effective for plan years beginning on or after October 21, 1998. In addition to the mandated coverage, the Act requires that group plans and health insurance issuers provide written notice of the availability of the coverage to plan participants and plan beneficiaries at the time of initial enrollments, and annually thereafter. The Act prohibits group health plans and health insurance issuers from:

- denying eligibility or continuing eligibility;
- not enrolling or non-renewing coverage under the terms of the plan solely for the purpose of avoiding compliance with the Act;
- penalizing or otherwise reducing or limiting the reimbursements of an attending health care provider;
- providing incentives (monetary or otherwise) to an attending health care provider; or inducing a provider to provide care in a manner inconsistent with the Act.

The summary above is an overview of the Women's Health and Cancer Rights Act of 1998. This is your legally required notification. If you have any questions regarding the provisions of this law, please contact your plan's Member or Customer Service Department (the telephone number is on your health insurance ID card) or check with a staff member of the district's Insurance Department.

COBRA LAW CONTINUATION OF HEALTH INSURANCE COVERAGE

Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), the district offers employees and their families the opportunity to obtain temporary extension of health coverage at the group rate in certain instances where coverage under the plan would otherwise end. The district also offers COBRA extended coverage for optional plans as mandated under the law.

An employee or an employee's dependent covered by a district health insurance plan (medical, dental and/or vision), may extend coverage for a period of eighteen (18) months if

the employee's/dependent's coverage is lost due to the occurrence of any of the following qualifying events and the employee or dependent is not covered by any other group health insurance plan:

- voluntary termination of employment (*i.e.* resignation or retirement);
- involuntary termination of employment (other than for gross misconduct);
- temporary disability leave; or
- reduction in work hours.

In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below). The employee and each covered dependent has an individual right to request COBRA coverage.

A covered dependent may elect COBRA coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following qualifying events:

- the employee's death;
- divorce or legal separation;
- the employee becomes eligible for Medicare;
- or the dependent child ceases to be dependent because of age, dependency status, or marriage.

The cost for this extended coverage is 102% of the total premium (the amount you and Cypress-Fairbanks ISD have been paying for health insurance coverage, plus a 2% administrative charge). If the cost for COBRA coverage changes during your participation, you will be notified of the new premium in writing prior to its due date.

The coverage may be terminated automatically if: (1) you fail to make a monthly premium payment, (2) obtain health coverage through a new employer, (3) Medicare coverage begins for a person benefiting from the extension; (4) a spouse remarries and becomes eligible for coverage under another group health plan; or, (5) the plan itself is terminated.

Both you and Cypress-Fairbanks Independent School District have responsibilities when certain events occur which qualify you for continued coverage. You or a covered dependent have the responsibility to inform Cypress-Fairbanks ISD of a divorce, legal separation, or a child losing dependent status under the group health plan **within sixty (60) days of the qualifying event.** Cypress-Fairbanks ISD will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants also have the responsibility of notifying the district if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

Legislative changes to COBRA coverage effective January 1, 1997:

Disability Extension - If you elect COBRA continuation coverage based on termination of employment or reduction of hours, and you become disabled (as determined by

Social Security) anytime *within the first sixty (60) days of COBRA continuation coverage*, you and your covered family members may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. **To elect the eleven (11)-month extension, you must notify the Plan Administrator within sixty (60) days of the date Social Security determines that you or your family member is disabled and within the first eighteen (18) months of COBRA continuation coverage.** (The cost of COBRA coverage will increase from 102% to 150% of total premium during this additional eleven (11)-month extension period.)

Newborn and Adopted Children - If you are entitled to COBRA because you are a current or former employee of Cypress-Fairbanks ISD and a child is born to or adopted by you while you are on COBRA continuation coverage, you can enroll your new child for COBRA continuation coverage immediately. Also, your newborn or adopted child will attain "qualified beneficiary" status; in other words, he/she will have independent election rights and second qualifying event rights.

Pre-existing Condition Limitation COBRA coverage may be terminated when you become covered under another group health plan, but only if the other plan does not contain an exclusion or limitation that affects a pre-existing condition you have. If you do become covered under another group health plan and are affected by a pre-existing condition limitation, COBRA coverage may be canceled as soon as that pre-existing condition limitation is satisfied due to the new plan's crediting toward the limitation any prior coverage you had.

You should also be aware that you may be able to get coverage through the Health Insurance Marketplace that may cost less than COBRA continuation coverage and that the COBRA offer will not limit your eligibility for coverage or for a tax credit through the Marketplace.

You always have 60 days from the time you lose your job-based coverage to enroll in the Marketplace. That is because losing your job-based health coverage is a "special enrollment" event. After 60 days your special enrollment period will end and you may not be able to enroll, so you should take action right away. In addition, anyone can enroll in Marketplace coverage during an "open enrollment" period.

If you do sign up for COBRA continuation coverage, you can switch to a Marketplace plan during a Marketplace open enrollment period. You can also end your COBRA continuation coverage early and switch to a Marketplace plan if you have another qualifying event such as marriage or birth of a child through another "special enrollment period." But be careful - if you terminate your COBRA continuation coverage early without another qualifying event, you will have to wait to enroll in Marketplace coverage until the next open enrollment period, and could end up without any health coverage in the interim. Once you have exhausted your COBRA continuation coverage and the coverage expires, you will be eligible to enroll in Marketplace coverage through a special enrollment period, even if Marketplace open enrollment has ended. If you sign up for Marketplace coverage instead of

COBRA continuation coverage, you cannot switch to COBRA continuation coverage under any circumstances.

If you have any questions about the COBRA law, need premium information, or need to report a qualifying event, please contact:

TRS-ActiveCare Medical Plan bswift
(833) 682-8972

Dental and Vision Insurance Plans Station and Ayers Insurance Services
(281)-333-9792

RETIREMENT CHECKLIST

Employees are encouraged to read all TRS rules at www.trs.texas.gov and to confer with TRS advisors to determine eligibility for retirement and method of calculation of benefits.

The following checklist is being shared to assist employees in taking the necessary steps at the appropriate times so that the retirement transition is made as easy as possible. All inquiries about prospective retirement will be dealt with in a confidential manner by the Human Resources, Payroll, and Insurance Departments.

- ⑦ If you are resigning your position with the intent to retire due to a serious health condition of your own or that of a family member, you should contact the Insurance Department before you officially resign to determine if you may be eligible for valuable benefits for which you have already paid. Benefits that may potentially be available to assist you include:
 - Paid time off (sick leave, overtime, vacation)
 - Temporary disability leave
 - Family Medical Leave
 - Disability insurance
 - Sick Leave Bank membership

- ⑦ If any of the benefits above are available to you, and qualify to be used, the district will help you coordinate your resignation with intent to retire to assure you receive the benefits you have earned. **Be sure to investigate your benefits BEFORE you officially resign. Once your resignation has been accepted by the Human Resources Department, it cannot be rescinded.**

- ⑦ Obtain a Teacher Retirement System of Texas (TRS) retirement booklet from the Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698 or 1-800-223-8778. The information may also be found at the TRS website www.trs.texas.gov. Review the booklet closely to help you decide on the best options.

- ⑦ Read carefully "TRS News" that is delivered to eligible employees' homes. This mail-out has the regional presentation schedule and a registration form included. These sessions

are a must for retiring employees.

- ⑦ TRS provides retirement counseling to prospective retirees by appointment. Employees are encouraged to take advantage of these individualized meetings. The two and one-half hour drive to the TRS office in Austin is well worth your time and effort. We encourage you to make an appointment to review your retirement benefits and options with an expert. **Make your appointment early.**
- ⑦ Request a TRS-18 form from TRS. Complete that form and submit it to TRS, and receive from TRS an actual estimate of your standard annual annuity.
- ⑦ Write directly to TRS or visit them personally at 1000 Red River Street, Austin, Texas 78701-2698, requesting appropriate forms from them at least six (6) months in advance of your planned retirement date. TRS will not furnish the TRS-18, TRS-30 and TRS-7 forms through a school district. The "Request for Estimate of Retirement Benefits" (TRS-18) should be completed as early as possible when considering the financial prospects of retirement, particularly the estimated annual annuity.

**Questions are best answered by TRS; the hotline number is 1-800-223-8778.
Social Security questions may be answered by calling 1-800-772-1213.**

- ⑦ Return the form "Application for Service Retirement" (TRS-30) in a timely manner. Members must file the TRS-30 with TRS no later than the last day of the second calendar month following the month their retirement is effective. However, filing of the TRS-30 as early as possible is advisable considering the large number of applications processed by TRS.
- ⑦ Return the form "Notice of Final Deposit Before Retirement and School Official Certification of Salaries" (TRS-7) to the district's Payroll Department. It is advisable to deliver the TRS-7 to the Payroll Office in person whenever possible.
- ⑦ Inform your immediate supervisor and the Human Resources Office in writing of your retirement plans as soon as possible after submitting the TRS-30 and the TRS-7 to TRS and the Payroll Department respectively. The Human Resources Office, in coordination with the immediate supervisor, will work with the retiring employee concerning the timeliness of announcing a retirement, honoring the retiree at the Service Banquet, and filling the vacated position as appropriate.

Final Paychecks:

Employees retiring from the district need to contact the Human Resources Department at least *two months prior* to their retirement date to determine when they will receive their final paycheck.

Employee benefit coverage will be maintained and premiums for health, HSA, dental, vision, accident, optional life and cancer insurance, and tax deferred 403(b) annuity and 457 plan contributions will be deducted from final paychecks.

About Your Health Insurance: Prospective TRS retirees are advised to consult with TRS about enrollment eligibility if they are planning to enroll in the TRS-Care medical plan upon their retirement. The following is a direct re-print of a section of the “TRS-Care Highlights” publication copied from the TRS web site at www.trs.texas.gov.

DEFERRED EFFECTIVE DATE OF COVERAGE –When you are initially eligible for TRS-Care, you may defer the effective date of your coverage for up to three months. Example: For a May 31 retirement, the TRS-Care effective date (normally June 1) may be deferred to July 1, August 1, or September 1. For a deferred effective date, you must make a written request for deferment on the TRS-Care Enrollment Application Form TRS 700A. Write your request clearly in the space below your name and address. TRS must receive your TRS 700A within 31 days of your retirement date, or for retroactive retirements, no later than 31 days following the month in which the TRS 30 application was received at TRS. If you have any questions, call the TRS-Care office in Austin at (800) 223-8778, ext. 6456.

For most retirees it is to their financial advantage for their district medical insurance coverage to be continued through August 31, regardless of any early salary payoff they may receive. For this reason, additional payroll deductions for the extended coverage are automatically taken from early salary payoff checks unless the retiree receives approval from the Human Resources Department for an alternative coverage end date two months before their final check and the approval is forwarded to the Insurance Department at least one month before the final paycheck is issued. If your final paycheck is to be issued May 31, June 30, or July 31, check with TRS-Care about their coverage and cost before requesting cancellation of your district medical insurance.

Unused Vacation: Unused vacation days, if eligible, will be paid at the employee's daily rate. Employees under the age of 55 or not retiring from the district will have the amount paid in their paycheck. If the employee is age 55 or older and retiring from the district, the payout of vacation days will be made to the Cypress-Fairbanks Employer Paid 403(b) Plan. If the payout amount is greater than the 403(b) employer contribution limits (\$57,000 minus employee voluntary deferrals to 403(b) plan up to \$19,500 in 2020), then the amount of the payout above the limit will be deposited into the Cypress-Fairbanks ISD 401(a) Plan. The retiree will receive a notification letter with instructions from the district once the vacation pay has been remitted to the plan.

TCG Administrators is the administrator for both applicable plan(s), and TCG Advisors manages the investments for both plans. They are also the district's retirement plan provider for the voluntary 457(b), voluntary 403(b) and 457(b) FICA Alternative plans.

For employees 55 and older and retiring from the district, an account will automatically be created with TCG in these plans upon receipt of the contributions. Instructions for accessing the account will be mailed to the retiree. The default investment for both plans is the moderately conservative portfolio and election changes can be made at any time by logging in to your account at www.tcgservices.com or contacting TCG at 800-943-9179.

Retirees who wish to receive a distribution or rollover funds to another retirement account must complete a distribution form (included with notification letter from the district) and mail, fax or email the completed distribution form to TCG as indicated on the form and they will process your request immediately. There are no surrender charges to move funds from these accounts. For questions, please email TCG at 403b@tcgservices.com or contact their customer service team at 800-943-9179.

Payment for Accumulated Sick Leave Upon Retirement: An employee eligible to earn paid leave benefits shall be reimbursed for earned accumulated local leave, state sick leave, and state personal leave if the employee is eligible to retire under the regulations of the Texas Teacher Retirement System and submits a letter of resignation in writing or online giving notice of intent to retire.

For an employee whose local, state sick, and state personal leave days have been accumulated on a less than full-day (seven hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is not reduced for early retirement under the Texas Teacher Retirement System Program. If an employee meets the criteria to retire under the TRS Program and another state system, and elects the other retirement system, the employee is eligible for reimbursement of earned accumulated leave upon retirement.
2. Maximum benefits will only be paid to employees who have been employed with the district for ten years prior to retirement. Employees who have been employed five to nine years may draw fifty percent (50%) to ninety- percent (90%) respectively of the maximum benefit.
3. This one-time maximum benefit to employees shall be \$125 for each unused, earned day of local leave, (old) state sick leave, and state personal leave not to exceed a maximum of 150 days.
4. This benefit shall be paid to employees who submit their resignation with the intent to retire either: (1) at the completion of the semester as identified in the current school calendar* or (2) at the completion of their annual work calendar year.

*The last professional day in each semester for teachers may serve as the end of the semester for hourly employees for purposes of retirement and payment of this benefit. An eligible employee who has not completed a full semester as identified by the current school calendar or completed his/her annual work calendar year because of medical conditions certified in writing by a physician shall be paid for his or her accumulated leave balance.

Retiring employees will receive payment for any unused sick or personal leave at the rate of \$125.00 per day, up to a maximum of \$18,750.00 (150 days). If the employee is under the age of 55, he/she will be paid the amount in his/her paycheck. If the employee is age 55 or older, the payout of accumulated sick/personal leave will be made to the Cypress-Fairbanks Employer Paid 403(b) Plan. If the payout amount is greater than the 403(b) employer contribution limits (\$56,000 minus employee voluntary deferrals to 403(b) plan up to \$19,000 in 2019), then the amount of the payout above the limit will be deposited into the Cypress-Fairbanks ISD 401(a)

Plan. The retiree will receive a notification letter with instructions from the district once the accumulated leave has been remitted to the plan.

TCG Administrators is the administrator for both applicable plan(s), and TCG Advisors manages the investments for both plans. They are also the district's retirement plan provider for the voluntary 457(b), voluntary 403(b) and 457(b) FICA Alternative plans.

For retirees 55 and older, an account will automatically be created with TCG in these plans upon receipt of the contributions. Instructions for accessing the account will be mailed to the retiree. The default investment for both plans is the moderately conservative portfolio and election changes can be made at any time by logging in to the employee's account at www.tcgservices.com or contacting TCG at 800-943-9179.

Retirees who wish to receive a distribution or rollover funds to another retirement account should complete the distribution form (included with notification letter from the district) and mail, fax or email the completed distribution form to TCG as indicated on the form and the request will be processed immediately. There are no surrender charges to move funds from these accounts. For questions, please email TCG at 403b@tcgservices.com or contact their customer service team at 800-943-9179.

Refer any questions to:

| | |
|--|----------------|
| Human Resources (Professional) | 281-517-2680 |
| Human Resources (Paraprofessional/Ancillary) | 281-897-4033 |
| 457/403(b) Retirement Savings Plan | 281-897-4092 |
| Payroll/Insurance Department | 281-897-4092 |
| TRS | 1-800-223-8778 |
| Social Security | 1-800-772-1213 |

V. LEAVES AND ABSENCES

LEAVES OF ABSENCE

DEFINITIONS

Immediate Family

For purposes of leave other than family and medical leave, the term “immediate family” is defined as:

1. spouse;
2. son or daughter, including a biological, adopted, or foster child; a son- or daughter-in-law, a stepchild; a legal ward, or a child for whom the employee stands *in loco parentis*;
3. parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee;
4. sibling, stepsibling, and sibling-in-law;
5. grandparent and grandchild.
6. any person residing in the employee’s household at the time of illness or death.

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these may be found in Board Policy DECA (Legal).

To confirm a family relationship, the district may require the employee using leave to provide reasonable documentation, such as a child’s birth certificate, a marriage license, a court order, or a sworn statement from the employee.

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a life-threatening condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the service of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time and, if applicable, vacation days, earned by that employee and to lose compensation from the district. Complications resulting from pregnancy shall be treated the same as any other condition.

Availability

In accordance with administrative regulation DEC (Regulation), the district shall make state personal leave and local leave for the current year available for use at the beginning of the fiscal year for all eligible employees. (DEC Local)

Earning Local Leave

An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions – Leave Without Pay

The district shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration – Employed for Less Than Full Year

If an employee separates from employment with the district before his/her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. state personal leave the employee used beyond his/her pro rata entitlement for the school year; and,
2. local leave the employee used but had not earned as of the date of separation.

Former Education Service Center (ESC) Employees'

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

Recording

The following is provided to allow for absences of less than a full day for professional employees:

1. If a professional employee is absent more than three instructional periods or three hours of the day, he or she shall be charged with a full leave day of absence.
2. If a professional employee is absent two or three instructional periods, he or she shall be charged with one-half leave day absence from duty.
3. Conference or planning periods shall be counted as periods of employment.
4. For the purpose of this provision, elementary schools and support facilities may use hours in the workday in lieu of instructional periods.

The following is provided to allow for absences of less than a full leave day for hourly and paraprofessional employees:

1. If a paraprofessional employee is absent in excess of 50 percent of his or her workday, the absence shall be charged as one full leave day.
2. If a paraprofessional employee is absent up to 50 percent of his or her workday, the absence shall be charged as one-half leave day.
3. If an hourly employee is absent a portion of his/her workday, the employee shall be charged for absence on an hourly basis.

If an employee is taking intermittent Family and Medical Leave Act (FMLA) leave, leave shall be recorded in one-hour increments.

Order of Use

Earned compensatory time shall be used before any available paid state and local leave, or vacation. [DEC Local]

Unless an employee requests a different order for leave or vacation, available paid leave and vacation shall be used in the following order, as applicable:

1. local leave
2. state sick leave accumulated before the 1995–96 school year
3. vacation, if applicable
4. state personal leave

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the district shall designate the absence as FMLA leave.

The district shall require the employee to use compensatory time and paid leave concurrently with FMLA leave. Temporary disability leave shall apply after FMLA leave is exhausted.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the reason for absence if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The district requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA (Legal)]

Note: For district contribution to employee insurance during leave, see CRD (Local).

State Leave

State Sick Leave (Accumulated Prior to 1995)

District employees retain any sick leave accumulated as state minimum sick leave under former Section 13.904(a) of the Education Code. Accumulated state sick leave shall be used only for the following:

1. illness of the employee;
2. illness of a member of the employee's immediate family;
3. family emergency;
4. death in the employee's immediate family;
5. during military leave.

State Personal Leave

Employees are provided with five (5) days per year of state personal leave, with no limit on accumulation and no restrictions on transfer among districts. The District may provide additional personal leave beyond this minimum.

The Board may adopt a policy governing an employee's use of state personal leave, except that the policy may not restrict the purposes for which the leave may be used. [DEC (Legal)]

The Board requires employees to differentiate the manner in which state personal leave is used:

Non-discretionary Use

Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995: [See DEC (Legal)]

1. illness of the employee;
2. illness of a member of the employee's immediate family;
3. family emergency;
4. death in the employee's immediate family;
5. during military leave.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

Limitations – Request for Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or district operations, as well as the availability of substitutes. Discretionary use of state personal leave shall be granted on a first-come, first-served basis on each campus or within a department.

Duration of Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays.

Local Leave

All employees shall earn five (5) paid local leave days per school year in accordance with administrative regulation DEC (Regulation) for the first 187 workdays of employment. Employees in positions requiring more than 187 workdays per year shall earn additional local leave days in accordance with administrative regulation DEC (Regulation).

Local leave shall accumulate without limit.

Unless expressly stated otherwise in Board policy DEC (Local), local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year: [See DEC (Legal)]

1. illness of the employee;
2. illness of a member of the employee's immediate family;

3. family emergency;
4. death in the employee's immediate family;
5. during military leave.

Emergency Closure Leave

All eligible employees shall receive ten (10) leave days of emergency closure leave per fiscal year in accordance with administrative regulation DEC (Regulation). Emergency closure leave shall not carry over beyond the fiscal year in which it is allocated. Emergency closure leave may only be used if the Superintendent, in accordance with EB (Local) has closed the district, individual campus(es), or facility as a result of a local, regional, or national disaster, epidemic, or other emergency condition resulting in the unplanned closure of the district, individual campus(es), or facility.

Compensation During Closure

Employees who are required to work during an emergency closure of the district or their respective campus(es), or facility shall be compensated in accordance with DEA (Local) and DEA (Regulation). See Section VI of this Handbook for more information.

Types of Leave

Parental Bonding

Local leave and/or state nondiscretionary personal leave to a maximum of ten leave days may be used by an employee for bonding with a child 12 months of age or younger. Paid leave for bonding shall not be granted in conjunction with the provisions of paid leave for adoption or foster care placement for more than a total of 30 days of paid leave. Use of paid leave for parental bonding under this paragraph shall run concurrently with leave under the FMLA, if applicable.

Adoption/Foster Care

Local leave and/or state nondiscretionary personal leave to a maximum of 30 leave days may be used for primary care of an adopted child, or for the placement of a child with the employee for foster care if the child is 60 months of age or younger. If both parents of the child are employed by the district, the district shall permit combined paid leave for this purpose to a total of 30 days. Use of paid leave for adoption/foster care under this paragraph shall run concurrently with leave under the FMLA, if applicable.

Jury Duty

An employee shall be granted leave with pay and without loss of paid leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for this service.

Compliance with Subpoena

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

Other Court Appearances

An employee shall be granted leave with pay and without loss of paid leave for absences due to compliance with a valid subpoena to appear as a non-party witness in the following circumstances:

1. The employee, who is not a party to the litigation, is ordered to appear in a legal proceeding pursuant to a lawfully issued subpoena, in accordance with law. [See DEC (Legal)]
2. The employee is a defendant in a lawsuit based on actions taken in the course and scope of his or her employment, and the employee is requested by the district's legal counsel to participate in activities and proceedings related to the defense of the lawsuit.
3. The employee is not a party to a lawsuit involving the district but is otherwise requested by the district's legal counsel to provide information, assistance, or testimony in connection with litigation involving the district.

An employee who is a party to non-district litigation or legal proceedings and is absent due to activities and/or proceedings related to the litigation or legal proceedings must use available state personal leave for the absence.

Other Absences

Any other release time granted or approved day of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided.

Federal Military Leave

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

1. the person (or an appropriate officer of the uniformed service in which such service is performed) has given advance written or verbal notice of such service to the district (unless notice is precluded by military necessity or is otherwise unreasonable or impossible);
2. the cumulative length of the absence and of all previous absences from a position of employment with the district does not exceed five years; and,
3. the person reports to or submits an application for reemployment to the district and complies with the appropriate procedural requirements that apply under the circumstances.

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

The district is not required to reemploy a person if:

1. the district's circumstances have so changed as to make reemployment impossible or unreasonable;

2. the reemployment of such person would impose an undue hardship on the district;
or,
3. the employment from which the person leaves to serve in the uniformed services is for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

State Military or U.S. Reserve Leave: Short-Term

All employees of the district who are members of the state military forces or of the reserve components of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue team shall be granted a leave of absence from their duties without loss of time, efficiency rating, vacation time, personal time, sick leave, or salary on all days during which they are engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 days in a federal fiscal year. The federal fiscal year is from October 1 through the following September 30. Upon request, a statement containing the number of military leave days used under Texas Government Code section 437.202(a) during the fiscal year shall be provided to the employee.

Such employees who are ordered to duty by proper authority shall be restored, when relieved from duty, to the position held by them when ordered to duty.

State Military Leave: Long-Term

Any employee, other than a temporary employee, who leaves a position with the district to enter active state military service is entitled to be re-employed by the district in the same position held at the time of the induction, enlistment, or order, or to a position of similar seniority, status, and pay. To be entitled to re-employment, the employee must be discharged, separated, or released from active state military service under honorable conditions not later than the fifth anniversary after the date of induction, enlistment, or call to active military service and must be physically and mentally qualified to perform the duties of the position.

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

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

A person re-employed after active state military service shall not be discharged without cause before the first anniversary of the date of the re-employment.

"Military Service" means service as a member of the Texas National Guard or the Texas State Guard.

Professional Study Leave

At the recommendation of a professional employee's principal or supervisor and the Superintendent, a leave of absence without pay may be granted by the Superintendent or designee for up to one contract year for the purposes of pursuing education study or research that are deemed beneficial to the district. The employee must have been employed by the district for at least three years and hold a term or continuing contract with the district to be eligible to apply.

While on professional study leave, basic life insurance, all medical insurance, and optional benefits will be terminated effective the last day of the month in which the employee was working. See the COBRA Law notice in Section IV of this Handbook.

Return to employment in the position or at the site employed prior to the leave is not guaranteed by the district or the employee. Upon presentation to the district of acceptable documentation of fulfillment of the leave, an employee returning to the district from a professional study leave to the same type of position held immediately prior to the leave shall retain previously accumulated unused local leave, contract status earned in the position held immediately prior to the leave, and career ladder status, if any, held in the position held immediately prior to the leave.

Paraprofessional/Ancillary Employee Leave for Student Teaching

At the recommendation of a paraprofessional/ancillary employee's principal or supervisor, the Superintendent or designee may grant a leave of absence without pay for one semester as identified on the current district school calendar for the purpose of student teaching. Student teaching is defined as on-campus classroom teaching at a district school under the direction of a university supervisor and cooperating teacher.

The paraprofessional/ancillary employee must have been employed by the district for at least three years and be currently enrolled in a program of study leading to a bachelor's degree, teacher certification, and qualification for highly-qualified status under federal law.

A paraprofessional/ancillary employee requesting a leave for student teaching shall submit a letter of application for leave to the Director for Human Resources at least 45 days prior to the semester in which the leave is sought.

The paraprofessional/ancillary employee shall not earn credit toward a creditable year of service for salary purposes nor shall the employee continue to earn vacation days during this period of leave. However, the employee shall retain unused leave days accumulated prior to the time of the leave of absence; and the district shall not consider this as a break in continuous service with the district.

While on leave for student teaching, basic life insurance, all medical insurance, and optional benefits will be terminated effective the last day of the month in which the employee was working. See the COBRA Law notice in Section IV of this Handbook.

The district shall not guarantee a return to employment in the same position or at the site employed prior to the leave. A paraprofessional/ancillary employee returning to the district from this leave shall be assigned to a comparable paraprofessional/ancillary position unless selected for a teaching position.

A request for return to duty at the end of the leave shall be submitted to the Director for Human Resources at least 30 days prior to the next semester as shown on the district school calendar. Proof of completion of the university-sponsored student teaching must be submitted prior to return from leave. At the expiration of the leave, the district may terminate the employment of an employee who fails to return to district employment in some capacity.

REQUESTS FOR LEAVES OF ABSENCE

Requests for Leave of Absence – Family and Medical Leave/Temporary Disability Leave

Requests for information or to take a leave of absence under the Family and Medical Leave Act or temporary disability leave should be made to:

| | |
|-------------------|--------------|
| Leave Specialists | 281-897-4038 |
| Leave Specialists | 281-897-4396 |

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible Employee

An eligible employee for Family and Medical Leave is an employee who:

1. has been employed by the district for at least 12 months. The 12 months need not be consecutive; and,
2. has been employed by the district for at least 1,250 hours of service during the 12 months immediately preceding the commencement of leave.

For additional information regarding Family and Medical Leaves of absence, see DECA (Legal).

For purposes of an employee's entitlement to FMLA, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Qualifying Reasons for FMLA

An eligible employee may take FMLA for the following reasons:

1. the birth of a son or daughter, and to care for the newborn child;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for the employee's spouse, son or daughter, or parent with a serious health condition;
4. because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
5. because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to active duty) and,
6. to care for a covered service member with a serious injury or illness incurred in the line of duty if the employee is the spouse, son, daughter, parent or next of kin of the service member.

Combined Leave for Spouses

If both spouses are employed by the district, the district shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The district shall limit military caregiver leave to a combined total of 26 weeks. [See DECA (Legal)]

Intermittent or Reduced Schedule Leave

Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule reduces the usual number of working days per work week or hours per work day. The district may limit leave increments to the shortest period of time that its payroll system uses to account for absences or use of leave, provided it is one hour or less. An employee may not be required to take more FMLA leave than necessary to address the circumstance that precipitated the need for the leave, unless the employee is an eligible instructional employee whose request meets the conditions below. [29 CFR 825.203(a)(d)]

The district shall not permit the use of intermittent or reduced schedule FMLA leave for the care of a newborn child or the adoption or placement of a child with the employee [See DECA (Legal) for use of intermittent or reduced schedule leave due to a medical necessity.]

Certification of Leave

If an employee requests or is placed on leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA (Legal)] When the need for leave is foreseeable, the employee must return the completed medical certification to the human resources department within 15 calendar days of receiving the form. The health care provider must describe the appropriate medical facts regarding the individual's health condition. Failure to return the forms on a timely basis or submitting incomplete forms may result in a delay or denial of leave and could result in the employee's absence being designated as unexcused and unprotected.

The employee shall provide subsequent medical certification every 30 days, except as provided by FMLA regulations.

Fitness for Duty Certification

If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. The medical certification shall contain a statement about the employee's ability to perform essential job functions. Failure to provide the certification may result in a delay or denial of restoration of employment. The costs associated with obtaining the certification shall be the employee's responsibility. The fitness-for-duty requirement shall not apply to employees returning from intermittent or reduced schedule leave.

An employee shall give notice of the intent to return to duty before expiration of the FMLA leave. The employee ordinarily shall give notice two business days before his/her projected date of return in order to minimize potential workplace disruption and to allow for the smooth transition of assignments from other employees to the returning employee.

End of Semester Leave

If a teacher takes leave near the end of the semester, the district may require the teacher to continue leave until the end of the semester. [See DECA (Legal), LEAVE AT THE END OF A SEMESTER]

Maintenance of Health Benefits

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

Failure to Return

If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the district may require reimbursement of premiums paid by the district during the leave. [See DECA (Legal), RECOVERY OF BENEFIT COST]

TEMPORARY DISABILITY LEAVE

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave. The employee shall provide medical documentation of the need for leave.

A contract employee on temporary disability leave shall notify the Superintendent or designee of the desire to return to active duty at least 30 days prior to the expected date of return. The notice must include a fitness-for-duty certification.

A contract employee returning from temporary disability leave during the last month of service of a contract period must return a minimum of ten work days prior to the end of the contract period.

Contract Employees – Certified Educators

Any full-time contract employee whose position requires educator certification by the State Board of Educator Certification (an "educator") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, are exhausted, whichever is greater. The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties [See DBB (Local) for return to active duty.]

An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another location may voluntarily approve the appointment of an educator who wishes to return from leave of absence. However, if no other principal approves the assignment of the educator by the beginning of the next school year, the district must place the educator at the school where the educator formerly taught or was assigned.

Contract Employees – Non-certified Positions

Other full-time contract employees (a "full-time employee") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, are exhausted, whichever is greater.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties. [See DBB (Local).]

The district shall make an effort to place a full-time employee returning to active duty after a leave of absence for temporary disability in an assignment at the school or work location where the full-time employee formerly worked, subject to the availability of the same or similar position. In any event, the full-time employee shall be placed on active duty no later than the beginning of the next school year; however the assignment may not be in the same or similar position.

Non-contract Employees

The district may grant a non-contract employee a leave of absence for temporary disability for a maximum of 60 work days per 12-month period or until all paid leave is exhausted, whichever is greater. A 12-month period is measured backward from the date the employee was granted temporary disability. The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties. [See DBB (Local).]

A non-contract employee returning to active duty after a leave of absence for temporary disability shall be assigned to his/her former position, subject to the availability of that position. In the event the former position is no longer available, the employee shall be assigned to the first available comparable or similar position. If a comparable or similar position does not become available within six weeks from the employee's request to return to active duty, the district shall have no further obligation to return the employee to duty, and the employee's employment shall be terminated.

A non-contract employee unable or unwilling to return to work at the conclusion of temporary disability leave and exhaustion of all available leave shall be terminated.

PHYSICAL ASSAULT LEAVE

In addition to other days of leave provided, an employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from all physical injuries sustained as a result of the assault, but not to extend more than two years beyond the date of the assault.

Physical Assault Leave Defined

An employee of the district is physically assaulted if the person engaging in the conduct causing injury to the employee (1) could be prosecuted for assault; or, (2) could not be prosecuted for assault only because the person's age or mental capacity makes the person a nonresponsible person for purposes of criminal liability. This definition shall be interpreted in accordance with Texas Education Code section 22.003(b) and Penal Code section 22.01 and independently from any other definition of "assault" in Board policy or statute.

Reporting/Investigation/Review Process

1. The employee must request in writing consideration of an injury as physical assault within a reasonable period following the alleged assault. The building principal/site supervisor shall forward the claim to the superintendent's designee upon receipt. In addition, building principals and/or site/departments supervisors shall notify the superintendent's designee immediately upon becoming aware of a situation that may constitute an assault on an employee. In the event the injured employee is physically unable to make such a report, another authorized person may file the report on behalf of the employee.
2. The superintendent shall designate an individual or individuals to investigate an assault claim. The investigation will include statements from the injured employee and witnesses, as available.
3. The determination of the eligibility for assault leave will be made in a timely manner after a review of the employee's claim, the medical evaluations and reports, and the investigation results. Until the determination is made, the claim will be treated as an assault per TEC §22.003. The employee will be notified in writing of the decision. The decision of the superintendent's designee may be appealed in accordance with Board Policy DGBA, Employee Complaints.

Medical Evaluations and Reports

1. The district may require the submission of an evaluation from the employee's physician. This evaluation should describe, in detail, the nature and extent of the physical injury, the treatment prescribed, the estimated length of treatment, and an estimate of when the employee will be able to perform the essential functions of his/her position.
2. During the employee's leave, the district may periodically require the employee to submit to a physical examination by a physician of the district's choosing, at the district's expense.
3. The district may require the employee to provide a physician's release prior to returning to work.

Coordination of Benefits

1. An employee's request and claim for assault leave under this policy will be presumed valid while the employee's claim is pending. Should the district ultimately hold that the employee was not entitled to assault leave under this policy, the district shall deduct any leave taken from the employee's accrued leave. If the employee's accrued leave has been exhausted, the district may obtain reimbursement from any payments made to the employee from his/her wages earned at a rate not to exceed 10 percent of the total per week. If the employee resigns prior to complete reimbursement to the district of benefits received under this policy, the district may deduct the amount owed from any wages due the employee at resignation. This provision does not preclude the district from using any other method, legal or equitable, to collect any outstanding balance owed the district.
2. Days of assault leave taken under this regulation may not be deducted from accrued sick leave except as set forth above. Assault leave under this regulation is available up to, but not more than, two years from the date of the assault.
3. In accordance with law, assault leave policy benefits due to an employee shall be coordinated with temporary income benefits due from workers' compensation so that the employee's total compensation from temporary income benefits and assault leave policy benefits equals 100 percent of the employee's weekly rate of pay. [See DEC (LEGAL)]

WORKERS' COMPENSATION

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the district's contribution to health insurance. [See CRD (Local) regarding payment of insurance contribution during employee absences.]

The safety and welfare of all employees is a primary concern of the Cypress-Fairbanks Independent School District and the Board of Education. Safe working conditions and practices are of vital importance to the district and to each one of its employees. While a continuing partnership must exist between the employer and the employee to provide a safe and injury-free workplace, the district provides workers' compensation insurance benefits for any employee who is injured or becomes disabled or ill as a result of his or her employment responsibilities with Cypress-Fairbanks Independent School District.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Insurance Coverage and Application

All active employees are provided the benefits of Cypress-Fairbanks Independent School District's workers' compensation plan. Workers' compensation insurance benefits are applicable only for job-related injuries or illnesses sustained while an employee is engaged in his or her authorized duties.

All district employees who seek medical services for a work-related illness or injury **are required to seek treatment from a physician on the Alliance provider list.** The physician must be a "primary care" physician who will be responsible for all treatment and will direct, or refer, the injured employee to specialists as needed. For emergency services, the injured employee is encouraged to go to the nearest emergency room; follow-up care, if required, must be received from an Alliance provider.

A list of Alliance treating physicians may be available from the employee's supervisor and may be found online at www.pswca.org; or by calling (800) 482-7276. The district's workers' compensation administrator may be contacted at the following address and/or toll-free telephone number:

TASB Risk Management Fund
P. O. Box 2010
Austin, TX 78768
(800) 482-7276

Complaint Process

If an employee is dissatisfied with any aspect of the workers' compensation program operation, including an Alliance physician, he/she may file a complaint by phone, online or in writing. Complaints should be sent to:

PSWCA (the Alliance)
Attention: Grievance Coordinator

P. O. Box 763
Austin, TX 78767-0763
(866) 997-7922

Injuries Not Covered by Workers' Compensation

Some types of injuries suffered while at work are not covered by workers' compensation insurance. Examples of non-covered injuries suffered at work include:

1. acts of God; *i.e.*, tornado, lightning strikes, etc.;
2. insect bites; *i.e.*, bee stings, spider bites, etc.;
3. injuries due to personal fights between employees while at work;
4. drug overdoses or alcohol-related accidents or illness; and
5. injuries or illness caused by direct violations of district job safety policies or procedures.

Workers' compensation insurance provides benefits for payment of medical costs and lost income for compensable injuries in accordance with the Texas Department of Insurance, Division of Workers' Compensation. The Texas Association of School Boards (TASB) is the district's workers' compensation insurance administrator. TASB claim adjusters manage the injury claim including authorizations for medical procedures, medications and processing wage compensation payments.

Current Texas Workers' Compensation law governs the payment of all Temporary Income Benefits (TIBs). Entitlement to TIBs begins after an injured employee has been disabled by the job-related injury for more than 7 days. TIBs begin on the eighth day of disability. An injured and disabled employee is paid TIBs weekly benefits of approximately 70% of his/her reported average weekly wage, based on earnings for the 13 weeks prior to the injury, not to exceed the state's set maximum TIBs benefit. Effective October 1, 2019, the maximum weekly payment of TIBS is \$971.00.

Under Cypress-Fairbanks ISD policy DEC (Local), employees eligible for workers' compensation temporary income benefits, and not on assault leave, may elect in writing to use accumulated paid leave instead of receiving weekly temporary income benefits. An employee who chooses to use paid leave shall not receive workers' compensation weekly temporary income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-injury or pre-illness wage. If the use of paid leave is not elected, an employee will receive workers' compensation wage benefits only, which may not equal his or her pre-injury or -illness wage.

If an employee's injury has been designated as assault by the district, Texas state law provides for additional benefits. See pages 147-148 of this [Handbook](#) for more information. In accordance with state law, assault leave policy benefits due to an employee shall be coordinated with temporary income benefits (TIBs) due from Workers' Compensation so that the employee's total compensation from TIBs and assault leave policy benefits equal 100% of the employee's weekly rate of pay.

Any payment of workers' compensation TIBs with assault leave benefits which totals in excess of 100% of the injured employee's rate of pay will be considered an overpayment of benefits.

The employee will be required to repay all such overpayments. Overpayments will be collected from future wages or by whatever legal means are available to the district.

Reporting Requirements

To be eligible for benefits for job-related accidents, injuries, or illnesses provided by workers' compensation insurance, the procedures listed below must be followed.

1. Any employee involved in an on-the-job accident must report the incident to his or her immediate supervisor at once.
2. If an injury is sustained due to a job-related incident, the Employee Injury Report must be completed, describing the nature of the injury, providing names of witnesses, and presented to his immediate supervisor or designee for processing at the district's Insurance Department within 24 hours of the injury.
3. An employee injured in an on-the-job accident must seek initial medical treatment within 30 days of the date of the injury. Failure to obtain medical attention within this time period could result in Workers' Compensation claim benefits being denied.
4. An employee who requires medical attention due to a job-related injury must, before returning to work, present a Texas Division of Workers' Compensation form DWC-73, Texas Workers' Compensation Work Status Report, signed by the attending physician, releasing the employee to return to work. All activity restrictions noted in Part III of the DWC-73 form must be reviewed by the employee's immediate supervisor to determine the feasibility of work accommodations. Supervisor-approved job modifications must be received in writing by the Insurance Department before the employee is authorized to return to his/her job assignment. Follow-up physician's reports using the DWC-73 form, Texas Division of Workers' Compensation Work Status Report, must be provided to the employee's immediate supervisor after each visit for processing at the district's Insurance Department office at ISC-North.
5. An employee who cannot work due to a job-related injury or illness must present a Texas Division of Workers' Compensation form DWC-73, Texas Workers' Compensation Work Status Report, to his immediate supervisor. This form signed by the attending physician must indicate the prevention of return to work by mark of the third check box, in Part II of the DWC-73 and to include the beginning and ending date of prevented work duration.
6. An employee who requires leave due to a job-related injury may elect to use accumulated sick leave days as for any other illness. An employee who is medically unable to return to work will be placed on Family & Medical Leave, if eligible as defined by Cypress-Fairbanks Independent School District policy, or placed on temporary disability leave as defined in the Leaves and Absences Policies of Cypress-Fairbanks Independent School District.
7. An employee who requires extended medical and/or income benefits through workers' compensation will be assigned a case manager by the district's insurance administrator. The employee is required to file all reports and follow the directions of the case manager in order for benefits to continue uninterrupted.
8. The injured employee's physician's medical release, Texas Division of Workers' Compensation form DWC-73, Texas Workers' Compensation Work Status Report, must be presented by the employee to his/her immediate supervisor within 24 hours

prior to the employee's return to work for processing by the district's Insurance Department office within 24 hours.

What to Report

The principal/immediate supervisor/director (or designee) is responsible for reports made to the Insurance Department and preliminary investigations for all on-the-job accidents or injuries sustained by employees.

When to Report

An employee injured at work must report the injury to his/her supervisor immediately. Fatal or serious injuries must be reported at once to the Insurance Department by calling 281/897-4135.

The principal/immediate supervisor/director (or designee) is responsible for reporting an employee injury to the district insurance office within 24 hours following the incident. A list of Alliance treating physicians may be available from the supervisor; a complete list of Alliance treating physicians is also available online at www.pswca.org.

GENETIC INFORMATION

Genetic Information Nondiscrimination

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits the district from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with the law, the district asks that employees not provide any genetic information when responding to requests for medical information. "Genetic information" includes a person's family medical history, the results of a person's or family member's genetic tests, the fact that a person or a person's family member sought or received genetic services, and genetic information of a fetus carried by a person or a person's family member or an embryo lawfully held by a person's or family member receiving assistive reproductive services.

SICK LEAVE BANK

The district has established a sick leave bank that employees may join through the contribution of local leave. The purpose of the Sick Leave Bank is to provide additional sick leave days to a member of the bank who experiences a catastrophic medical event which prevents the member from performing the duties of his/her position. Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and vacation, if applicable.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Eligibility

All district personnel of CFISD, except for substitutes and temporary hourly employees, shall be eligible for membership IF:

1. he/she has been employed for one (1) or more years in CFISD;
2. he/she is eligible for district health care benefits;
3. he/she has earned and accrued three (3) local sick days; and
4. he/she is employed one-half day or more.

Retirees who have returned to the district must meet all the aforementioned criteria to be eligible for membership.

Enrollment

The annual open enrollment period is August 1 through October 31. The effective date of membership of all employees enrolling during this period shall be November 1. Eligible employees who do not elect to join the Sick Leave Bank during the open enrollment period will not be permitted membership in the bank until the subsequent annual open enrollment period the following year.

For Sick Leave Bank purposes, the school year and Sick Leave Bank membership year shall be November 1 through October 31 and shall be referred to as the “school membership year.”

Guidelines

Detailed regulations regarding the awarding of days from the Sick Leave Bank are specified in the *Sick Leave Bank Guidelines* which are available electronically at the district intranet site at <http://inside.cfisd.net/> under policies.

REIMBURSEMENT OF LEAVE UPON RETIREMENT

An employee eligible to earn paid leave benefits shall be reimbursed for earned, accumulated local leave, state sick leave, and state personal leave if the employee is eligible to retire under the regulations of the Texas Teacher Retirement System (TRS) and submits a resignation in writing or online giving notice of intent to retire.

For an employee whose local, state sick, and state personal leave days have been accumulated on less than a full-day (seven-hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is not reduced for early retirement under the TRS Program. If an employee meets the criteria to retire under the TRS Program and another state system, and elects the other retirement system, the employee is eligible for reimbursement of earned accumulated leave upon retirement.
2. Maximum benefits shall only be paid to employees who have been employed by the district for ten years prior to retirement. Employees who have been employed five to nine years may draw 50 percent (50%) to 90 percent (90%) of the maximum benefit, respectively.
3. The one-time maximum benefit to an employee shall be \$125 for each unused day of local leave, state sick leave, and state personal leave, not to exceed a maximum of 150 days.
4. This benefit shall be paid to employees who submit their resignation with the intent to retire either: (1) at the completion of the semester as identified in the current school calendar* or (2) at the completion of their annual work calendar year.

*The last professional day in each semester for teachers may serve as the end of the semester for hourly employees for purposes of retirement and payment of this benefit. An eligible employee who has not completed a full semester as identified by the current school calendar or completed his/her annual work calendar year because of medical conditions certified in writing by a physician shall be paid for his or her accumulated leave balance. Benefits shall be paid after completion of required paperwork.

Retiring employees will receive payment for any unused sick or personal leave at the rate of \$125.00 per day, up to a maximum of \$18,750.00 (150 days). If the employee is under the age of 55, he/she will be paid this amount in their paycheck. If the employee is age 55 or older, the payout of accumulated sick/personal will be made to the Cypress-Fairbanks Employer Paid 403(b) Plan. If the payout amount is greater than the 403(b) employer contribution limits (\$57,000 minus employee voluntary deferrals to 403(b) plan up to \$19,500 in 2020), then the amount of the payout above the limit will be deposited into the Cypress-Fairbanks ISD 401(a) Plan. The retiree will receive a notification letter with instructions from the district once the accumulated leave has been remitted to the plan.

TCG Administrators is the administrator for both applicable plan(s), and TCG Advisors manages the investments for both plans. They are also the districts retirement plan provider for the voluntary 457(b), voluntary 403(b) and 457(b) FICA Alternative plans.

For retirees 55 and older, an account will automatically be created with TCG in these plans upon receipt of the contributions. Instructions for accessing the account will be mailed to the employee. The default investment for both plans is the moderately conservative portfolio and election changes can be made at any time by logging in to the employee's account at www.tcgservices.com or contacting TCG at 800-943-9179.

Retirees who wish to receive a distribution or rollover funds to another retirement account should complete the distribution form (included with notification letter from the district) and mail, fax or email the completed distribution form to TCG as indicated on the form and the request will be processed request immediately. There are no surrender charges to move funds from these

accounts. For questions, please email TCG at 403b@tcgservices.com or contact their customer service team at 800-943-9179.

Refer any questions to:

| | |
|--|----------------|
| Human Resources (Professional) | 281-517-2680 |
| Human Resources (Paraprofessional/Ancillary) | 281-897-4033 |
| 457/403(b) Retirement Savings Plan | 281-897-4092 |
| Payroll/Insurance Department | 281-897-4092 |
| TRS | 1-800-223-8778 |
| Social Security | 1-800-772-1213 |

EMPLOYEE VACATION DAYS

Beginning with the 2009-10 school year, all employees serving in positions requiring year-round duties shall be eligible for annual vacation based on total years of creditable service in the district. Creditable service is defined as 90 days of full-time service or 180 days of half-time service. The superintendent or designee shall be authorized to also recognize creditable service for vacation purposes for experience earned outside the district in the same way creditable service is calculated for salary purposes for persons assuming or serving in positions requiring year-round duties.

The following implementation schedule shall apply:

1. employees with ten (10) years or less of creditable service shall be eligible for two (2) weeks of vacation annually.
2. employees working in years eleven (11) through fifteen (15) of creditable service shall be granted three (3) weeks of vacation annually;
3. employees with greater than fifteen (15) years of creditable service shall be granted four (4) weeks of vacation annually.

NOTICE: All employees should be aware that the Payroll Department posts vacation days in advance at the beginning of the new contract year. It is possible, upon separation from the district prior to completing the contract, that all vacation days may not have been earned and the employee will have to repay the monies for the unearned days.

Provisions for earning vacation days follow:

1. All full-time 250-day contract and full-time twelve-month ancillary employees shall earn vacation beginning with the first date of employment within the respective school year.
2. Those employees eligible for two (2) weeks of vacation shall earn 5/6 of a day per month; those eligible for three (3) weeks of vacation shall earn 5/4 of a day per month; those eligible for four (4) weeks of vacation shall earn 5/3 of a day per month.
3. Employees beginning on or before the 15th of the month shall be allowed a full month in determining earned vacation time.
4. Employees may use earned days of vacation any time during the year with the approval of the immediate supervisor. All vacation earned in a given year may be taken during July 1 of the current year through the end of December of the following year (*i.e.*,

during an 18-month period). Vacation days shall not be accumulated and carried beyond the 18 months.

5. Contract employees shall be expected to use vacation time in units of at least one-half (0.5) days. Hourly employees shall be expected to use vacation time in units of at least one hour.
6. Upon termination of employment, employees shall be paid for unused earned vacation days, not to exceed the 18-month period for accumulating vacation days. Employees under the age of 55 or not retiring from the district will have the amount paid in their paychecks. If the employee is age 55 or older and retiring from the district, the payout of vacation days will be made to the Cypress-Fairbanks Employer Paid 403(b) Plan. If the payout amount is greater than the 403(b) employer contribution limits (\$57,000 minus employee voluntary deferrals to 403(b) plan up to \$19,500 in 2020), then the amount of the payout above the limit will be deposited into the Cypress-Fairbanks ISD 401(a) Plan. The retiree will receive a letter from the district once the vacation pay has been remitted to the plan.

TCG Administrators is the administrator for both applicable plan(s), and TCG Advisors manages the investments for both plans. They are also the district's retirement plan provider for the voluntary 457(b), voluntary 403(b) and 457(b) FICA Alternative plans.

For employees 55 and older and retiring from the district, an account will automatically be created with TCG in these plans upon receipt of the contributions. Instructions for accessing the account will be mailed to the employee. The default investment for both plans is the moderately conservative portfolio and election changes can be made at any time by logging in to the employee's account at www.tcgservices.com or contacting TCG at 800-943-9179.

Retirees who wish to receive a distribution or rollover funds to another retirement account must complete a distribution form (included with notification letter from the district) and mail, fax or email the completed distribution form to TCG as indicated on the form and the request will be processed immediately. There are no surrender charges to move funds from these accounts. For questions, please email TCG at 403b@tcgservices.com or contact their customer service team at 800-943-9179.

7. All full-time twelve-month ancillary employees shall be entitled to payment for the non-optional holidays designated by the superintendent each year. Employees shall be paid for the holiday when it occurs and if he/she is in active employment of the district at that time. All vacation days earned by June 30 in one school or fiscal year must be used by the end of December in the following school year. (DED Local)

VI. SERVICES AND PAYROLL INFORMATION

EMPLOYEE ORGANIZATIONS

Neither the Board nor any administrator shall directly or indirectly coerce any teacher or employee to refrain from participating in political affairs in his or her community, state or nation.

Neither the Board nor any administrator shall directly or indirectly require or coerce any teacher or employee to join any group, club, committee, organization or association. An employee has the right to join or refuse to join any professional association or organization.

No person shall be denied district employment by reason of membership or non-membership in a labor organization.

The term "labor organization" means an organization of any kind, or any agency or employee representation committee or plan in which employees participate and which exists for the purpose, in whole or in part, of dealing with one or more employers concerning grievances, labor disputes, wages, rate of pay, hours of employment, or conditions of work.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. In the exercise of such rights all persons shall be free from threats, force, intimidation and coercion.

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Membership in the various professional organizations is not compulsory, but staff members have the opportunity to join several professional organizations. Membership fees may be paid through payroll deduction.

PERSONNEL SERVICES COMMITTEE

The district maintains the Personnel Services Committee as an avenue of expression for professional employees who wish to voice a districtwide concern to the administration. There will be at least one representative elected from each building in the district. District Contact Persons: Mr. Rodrigo Cano (281) 517-2679 and Ms. Onica Mayers (281-897-4112).

PARAPROFESSIONAL SERVICES COMMITTEE

The district maintains a Paraprofessional Services Committee as an avenue of expression for paraprofessional employees who wish to voice a districtwide concern to the administration. District Contact Persons: Ms. Janet K. Price: (281) 897-4033 and Ms. Charity Selvey, 281-807-8655.

PAYROLL INFORMATION – ALL EMPLOYEES

Direct Deposit or Debit/Pay Card

Direct deposit or debit pay card is available to all employees. Any changes must have a change form completed and sent to the Payroll Office. Do not close your account while on direct deposit before notifying Payroll. Failure to do this will result in a delay in your payroll payment.

The district may remove an employee from pay card or direct deposit in order to avoid overpayment of wages to an employee who has exceeded leave days available or has excessive absences.

Name Changes

The district follows the Teacher Retirement System (TRS) policies for name changes. Go to the district's website, www.cfisd.net, Staff, HR, HR Forms, Name Change form for the necessary forms to complete.

Change of Address Notice

Address and/or telephone number changes are to be completed promptly after relocation. Both the Human Resources and Payroll departments should be given this information. It is imperative that an employee who has relocated furnish the Payroll Office a change of address notice for any home mailings (insurance information, etc.). Change of address notices are available from the building/department secretary or an employee may also log on to the Employee Access Center (EAC) to update his/her address online. The EAC is found at <http://my.cfisd.net>.

Payroll Deductions

1. Each employee is required to become a member of the Teacher Retirement System, unless that employee is retired from TRS and returning to work. A monthly deduction of 8.35% (effective 9/1/16) is taken for Teacher Retirement System for those required to be members of TRS.
2. All employees new to Cypress-Fairbanks Independent School District on or after April 1, 1986, are required by law to contribute 1.45% of their gross salary to Medicare. The district will make a matching 1.45% contribution for each eligible member. This is not a deduction for Social Security benefits; the district is not required to deduct for Social Security benefits. This deduction will provide Medicare benefits for the employee at age 65 or older.
3. Federal Income Tax, according to the employee's filing status and amount earned, is also deducted from the semi-monthly paycheck.
4. Other deductions approved are the employee's choice of:
 - a. insurance (medical and voluntary)
 - b. health savings account (HSA)
 - c. Credit Union deductions
 - d. annuities/deferred compensation plans (403(b) and 457)

- e. Donate to Educate
 - f. professional dues
 - g. Houston Chronicle
5. An employee who is in violation of district practices and causes damage to district equipment or tools may have the costs of such damaged, equipment or tools deducted from his/her paycheck.

Errors and Discrepancies in Salaries

Employees should always discuss errors or discrepancies of payroll information with their immediate supervisors **or their respective payroll department**. If a satisfactory answer is not obtained, the employee should call the **Payroll Department, (281/897-4092)**.

Pay Periods

At the district's discretion, pay periods may be adjusted so that employees are on the same schedule.

Pay Raises

Pay raises must be budgeted and approved by the Board of Trustees. These increases become effective July 1, the beginning of the fiscal year, for 12 month employees. The increases for less than 12 month employees become effective at the start of the employee's duty or calendar year. An employee whose annual evaluation is less than satisfactory will not be given the pay increase. A less than satisfactory performance shall be an evaluation with two or more domains scored "Unsatisfactory," or "Unsatisfactory" in the same domain for two consecutive years. An employee who has been employed in the district for less than ninety (90) workdays will not be eligible for the general rate increase.

Salary Freeze

An employee whose annual evaluation is less than satisfactory will not be given a pay increase unless otherwise mandated by law. In the District's appraisal system, a less than satisfactory performance shall be an evaluation with two or more domains scored "Unsatisfactory" or "Unsatisfactory" in the same domain for two consecutive years. (DEA (Local))

Supplemental Duties

Assigned supplemental duties for which supplemental pay is received may be modified or discontinued by the district or the employee at any time. Paid supplemental duties are not part of the district's contractual obligation to the employee. (DK [Local])

Work Calendars and Schedules

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

Payoff Upon Resignation

Cypress-Fairbanks Independent School District is not required to pay early when an employee resigns for any reason. The district's procedure and practice is to pay all personnel at the next regular pay period.

Payment During an Emergency Closure

In the event the Superintendent has closed the district, individual campus(es), or facilities in accordance with policy EB (Local), employees eligible for emergency closure leave pursuant to DEC (Local) and DEC (Regulation) shall be paid using their available emergency closure leave.

Non-exempt employees who are required to work during an emergency closure of the district or their respective campus(es) or facility shall be compensated at the holiday pay rate for actual hours worked in accordance with DEA (Regulation).

Exempt employees who are required to work during an emergency closure of the district or their respective campus(es) or facility may be compensated in accordance with DEA (Regulation).

CONTRACT EMPLOYEES

Payday and Annualized Compensation

Contract employees are paid on a semi-monthly basis. Pay dates for these employees are on the 15th and last working day of the month. Exceptions to these dates shall be made for bank holidays and weekends, which shall result in early payments. Contract employees who work less than 12 months per year shall be paid over a 12-month period as stated above. This practice is known as "annualization" of compensation. It is the district's practice to annualize the salary payments of contract employees who work less than 12 months. In the event a separation from service occurs before the end of the 12-month period, contract employees will receive an additional payment for the amount actually earned from the beginning of the 12-month pay period until the date of separation from service, but which has not yet been paid. This additional payment will be included in the employee's final paycheck. **This notice constitutes the district's unilateral designation of the time and form of payment of recurring part-year compensation in accordance with the Internal Revenue Code regulation for all employees who fall into this category. For purposes of this notice, "separation from service" shall have the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations.**

HOURLY EMPLOYEES

Payday

Hourly employees are paid on a semi-monthly basis. Payroll check information will be made available to each employee at a designated time dependent on the employee's work schedule.

1. Regular Pay – an hourly employee will be paid at his/her regular hourly rate of pay for the first 40 hours earned each week including vacation, sick leave, and/or holidays.
2. Overtime Pay – an hourly employee will be compensated at 1 ½ times his/her regular rate for hours worked in excess of 40 work hours in each week, unless otherwise specified. Vacation days, sick leave days, holidays, and personal leave days are not included in determining hours worked in a week.

Timekeeping Records

Hourly employees whose jobs are subject to overtime pay regulations have been given badges to utilize the time and attendance system. This system records all in and out swipes by badge number. All swipes on the time and attendance clocks shall be made by the employee personally and no one else. Edits to the records are authorized and approved by the employee's supervisor or manager.

Incentive Pay Loss

An hourly employee shall forfeit any earned incentive supplement, including safe driving, if said employee leaves full-time employment of the district for a period of one year (365 days) or more.

Holiday Pay

A regular hourly (not part-time or temporary) employee will be paid twice his/her regular rate of pay for all hours required to work during the calendar year on all district designated non-optional holidays and any other designated day listed below, regardless of other hours worked in a work week.

If the regular hourly employee is eligible for holiday pay (260 day employees), the regular hourly employee will be paid for eight hours for the non-optional holiday at his/her regular hourly rate plus twice his/her hourly rate for actual hours worked on the non-optional holiday. Thus, if the regular hourly employee works a full eight hours on the non-optional holiday, he/she will be receiving total compensation of three times his/her normal hourly rate of pay.

If the regular hourly employee is not eligible for holiday pay (works a schedule less than 260 days), the regular hourly employee will receive two times his/her regular hourly rate for actual hours worked on the non-optional holiday.

Designated non-optional days and holidays eligible for holiday pay compensation as described above include the following for school year 2020-21:

Monday, September 7, 2020

Wednesday, Thursday, & Friday, November 25, 26 & 27, 2020

Thursday & Friday, December 24 & 25, 2020

Thursday, December 31, 2020

Friday, January 1, 2021

Monday, January 18, 2021
Friday, April 2, 2021
Sunday, April 4 2021
Monday, May 31, 2021

Emergency Call Out Pay

There are occasions when a regular hourly (not part-time or temporary) employee may be called after his/her normal work hours to handle an emergency. In those situations, (which do not include responding to a disaster emergency closure or for a scheduled work assignment after normal hours), an employee will be compensated at the rate of time and one-half of his/her regular rate of pay for all hours worked in response to the emergency regardless of other hours worked in the work week. Further, the employee will be compensated for a minimum of two hours' work time plus one hour for travel time (at the time and one-half rate).

In those situations, involving the HVAC-BAS call-outs, the responding employee taking the phone call and correcting the situation via electronic means (not physically reporting to a building/campus) will receive compensation in the following manner:

- a. for responding to a single telephone call in a one-hour period, the employee will receive one (1) hour of compensation at the rate of time and one-half;
- b. for responding to more than one telephone call in the same one-hour period, each call will be timed at .5 hour (30 minutes) and the employee will be compensated at the rate of time and one-half for the total time credited. For example, responding to five calls within a one-hour period will be compensated at the time and one-half rate for a total of 2.5 hours time worked.
- c. if the employee is unable to correct the problem electronically and must physically report to the building/campus, the compensation will be calculated in the same manner as other emergency call-outs; *i.e.*, minimum of two hours' work time plus one hour for travel time (at the rate of time and one-half.)

EMPLOYEE ACCESS CENTER

The Employee Access Center (EAC) may be found at <http://my.cfisd.net>. This site gives employees access to view current information on file with the district regarding their demographics, salary and benefits, leave information, payroll check information, deductions and benefits information, annual pay statement, and certifications on file. This site also allows employees to change or update the demographic information on-line. The following may also be found at the EAC: paycheck stubs, W-2s, W-4s, and 1095-Cs.

WELLNESS COUNSELING

All CFISD employees are eligible for counseling services through the CFISD Wellness Counseling Program. Simply call **281-517-2113** to set up a counseling appointment. Counselors are caring listeners who can help with stress, grief, divorce/separation, time management, money management, crisis and anxiety. The support is provided by Licensed Professional Counselors and Interns. Their services are FREE and CONFIDENTIAL for CFISD employees only; services are not extended to spouses or family members. The Wellness program typically provides two (2) sessions.

VII. CONTRACT EMPLOYEES

CODE OF ETHICS AND STANDARD PRACTICES FOR TEXAS EDUCATORS
Texas Administrative Code, Chapter 247

Statement of Purpose

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. 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. This chapter shall apply to educators and candidates for certification.

ENFORCEABLE STANDARDS (As amended 10/21/18)

I. Professional Ethical Conduct, Practices and Performance

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

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

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

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

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

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

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

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

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

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

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

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

(M) Standard 1.13 The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

II. Ethical Conduct Toward Professional Colleagues.

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

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

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

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

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

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

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

(H) Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

III. Ethical Conduct Toward Students

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

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

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

(D) Standard 3.4 The educator shall not exclude a student from participation in a

program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

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

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

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

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

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

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

STANDARDS OF CONDUCT AND ETHICS FOR PARAEDUCATORS

Principle I: Ethical Conduct

The paraeducator shall maintain the dignity of his or her working environment by respecting and obeying the law, Cypress-Fairbanks' policies and procedures, demonstrating personal integrity, and exemplifying honesty.

1. The paraeducator shall not intentionally misrepresent official policies of the school district or educational organizations and shall clearly distinguish those views from his or her personal attitudes and opinions.
2. The paraeducator shall honestly account for all funds committed to his or her charge and shall conduct his or her financial business with integrity.
3. The paraeducator shall not use institutional or professional privileges for personal or partisan advantages.
4. The paraeducator shall not be involved in any immoral or unlawful felony and misdemeanor acts.
5. The paraeducator shall not use, possess, or be under the influence of alcoholic

- beverages or use, possess, sell or test positive for illegal substances while on the job or on school district property. All employees will be subject to reasonable suspicion in accordance with district policy DHE (Local).
6. The paraeducator shall not be in violation of district policies and/or procedures.
 7. The paraeducator shall maintain a high level of performance while carrying out the job and adhering to the standards of conduct.
 8. The paraeducator shall dress in a clean, neat, professional manner appropriate to his or her assignment.

Principle II: Professional Practices and Performance

The paraeducator, after qualifying in a manner established by law or regulations, shall assume responsibilities for the working environment practices and professional performance and shall continuously strive to demonstrate competence.

1. The paraeducator shall apply for, accept, or be assigned a position of responsibility on the basis of qualifications and shall adhere to the terms of a contract or appointment, by performing tasks assigned by his or her supervisor.
2. The paraeducator shall possess the mental health, physical stamina, and social prudence necessary to perform the duties of his or her assignment.
3. The paraeducator shall be trained and assist in all phases of instruction and organization for the learning process and objectives.
4. The paraeducator shall continue professional growth.
5. The paraeducator shall report to work on time on a regular basis. He or she is responsible for communicating absences to a supervisor or designee on a daily basis.
 - a. Absence without communication for three consecutive days may be grounds for termination.
 - b. Absences in excess of accumulated sick leave may also be cause for termination, but each case will be handled by the immediate supervisor for extenuating circumstances.
6. The paraeducator shall comply with written local school board policies, applicable state and federal laws, the Cypress-Fairbanks Code of Ethics and Practices, as well as legal statutes regarding dismissal or grievances
7. Paraeducators can be transferred at any time due to enrollment or district requirements. A paraeducator may be assigned to any facility in the Cypress-Fairbanks Independent School District, whether the employee requests such an assignment or not. Refusal to accept an assignment to a designated facility will be interpreted as a voluntary resignation on the part of the employee.

Principle III: Ethical Conduct Toward Colleagues

The paraeducator, in exemplifying ethical relations with colleagues, shall accord just and equitable treatment to all members of the educational working environment.

1. The paraeducator shall not reveal confidential information concerning colleagues unless disclosure is required by law.
2. The paraeducator shall not willfully make false statements about a colleague or the school system.
3. The paraeducator shall protect confidentiality (use discretion in discussing school problems, situations, students and other personnel).
4. The paraeducator shall strive to maintain effective working relationships with

- associates (peers, subordinates, supervisors and other department heads) while being responsive to others and dealing tactfully and effectively with different opinions.
5. The paraeducator shall demonstrate a professional and supportive attitude towards the job, including positive reaction to constructive criticism and support decisions and policies of all supervisors.
 6. The paraeducator shall not engage in conduct constituting sexual harassment. The district shall investigate allegations of such harassment and take appropriate disciplinary actions against employees found to engage in such harassment.
 7. The paraeducator shall strive for a high level of performance in carrying out his or her job descriptions.

Principle IV: Ethical Conduct Toward Students, Parents and Community

The paraeducator, in accepting a position of public trust, should measure success by the progress made in maintaining positive relations with others.

1. The paraeducator shall maintain a positive relationship with students, parents and community.
2. The paraeducator shall not reveal confidential information concerning students or parents unless disclosure is required by law.
3. The paraeducator shall endeavor to present facts without distortion.
4. The paraeducator shall endeavor to understand community culture and the home environments of students at school.
5. The paraeducator shall manifest a positive role in school district public relations.

CONTRACT EMPLOYEE STANDARDS OF CONDUCT

Employees shall be courteous to one another and the public, working together in a cooperative spirit to serve the best interests of the district. Employees are expected to address concerns and/or criticisms pertaining to the work environment within the designated chain-of-command at the employee's work location.

Dress and Grooming

Philosophy: Cypress-Fairbanks Independent School District recognizes that educators are professionals who strive to be held in high esteem and who seek to earn the respect of all members of the learning community. Professional dress ensures a learning environment that is conducive to establishing high expectations in the pursuit of educational goals.

Guidelines

1. All district employees are role models and should dress accordingly to reflect good judgment and the high standards of the community. No apparel or grooming that has or may have an adverse impact on the educational process is permitted.
2. The dress and grooming of district employees shall be professional, clean, neat, and appropriate for the job assignments. Consideration shall be given to staff members' content area assignment, grade level assignment, or special program assignment.
3. Professional dress for men includes dress slacks and collared shirts with appropriate shoes and socks.
4. Professional dress for women includes dresses, slacks or skirts with appropriate

- blouse/top and shoes.
5. Campuses have the option to schedule professionally casual spirit days or special event days.
 6. If specific concerns regarding an employee's dress, grooming, or appearance should arise, the employee's supervisor will determine the appropriateness of the item in question.
 7. The principals or supervisors, in collaboration with their staff members, may set additional guidelines to meet the needs of the specific campus or building.

COVID Face Masks Addendum

In order to protect the health and safety of other members of the school community, all staff and students (grades PK-12) must wear face masks on buses, in hallways, and in common areas. Additionally, all staff and students (grades PK-12) will be required to wear face masks in the classroom when social distancing is not feasible and/or the teacher's method for delivery of instruction warrants the use of face masks. All visitors (including parents, contractors, and vendors) will also wear face masks. Face masks will be provided for staff and students if needed. Face masks are defined to include non-medical and medical grade disposable face masks and cloth face coverings (over the nose and mouth) that meet the same protection standards as non-medical grade face masks. Additionally, face masks with exhalation valves (vents that allow air to be exhaled through a hole in the material) may only be worn in combination with full-face shields.

Limited exceptions to these rules will only be made for eating, drinking, therapy, or a medical condition or disability that prevents a person from wearing a face mask. Full-face clear shields as an accommodation may be used in place of a mask to protect eyes, nose, and mouth whenever a face mask is not feasible due to a medical condition or whenever the education context may benefit from the ability to see an individual's full face.

Staff seeking an exemption from these rules for a medical condition or disability may do so in accordance with the Americans With Disabilities Act. Written documentation from a medical provider will be required.

Face masks must meet employee dress code requirements.

Employee Liability

A professional school employee or student teacher is not personally liable for acts done within the scope of employment that involve the exercise of judgment or discretion, EXCEPT in circumstances involving the use or operation of a motor vehicle or where, in disciplining a student, the employee uses excessive force, or his or her negligence in disciplining the student results in bodily injury to the student.

The use of physical force or restraint as a disciplinary action with students should come only when other alternatives have been attempted without success and be used only in the limited situations authorized by Board policy as published in the current Student Handbook and Code of Conduct.

Personnel-Student Relations

All district personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and

exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Any sexual relationship between a district employee and a student is always prohibited, even if consensual. A district student who is also employed by the district is not prohibited from dating a peer of a similar age. See specific information regarding electronic communications with students on pages 38-39 of this Handbook.

In addition to the prohibited actions described above, Penal Code 21.12 prohibits employees who hold a position as described in Section 21.003(a) or (b) of the Texas Education Code from engaging in sexual contact, sexual intercourse, and deviate sexual intercourse with an individual the employee knows is a student at any private or public primary or secondary school regardless of the student's age. Additionally, the statute prohibits any employee from engaging in online solicitation of a student regardless of the student's age if the student is enrolled in a school where the employee works or the employee knows that the student is enrolled at a public or private school, other than a school at which the employee works.

Board Policy FFI (Local) prohibits bullying of a student; bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

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

“Bullying” means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that satisfies the applicability requirements below and that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

“Cyberbullying” means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form and shall conduct an investigation into the allegations. The district's policy FFI(LOCAL) includes definitions and procedures for reporting and investigating bullying of students see below:

[https://pol.tasb.org/Policy/Download/587?filename=FFI\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/587?filename=FFI(LOCAL).pdf)

Hazing

District employees are subject to the provisions of Board policy FNCC regarding student hazing.

TEACHER WORK LOAD

Duty Free Lunch

Each classroom teacher or full-time librarian is entitled to at least a 30-minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students. The implementation of this requirement may not result in a lengthened school day. (Education Code 21.405)

If necessary, because of a personnel shortage, extreme economic conditions, or unavoidable or unforeseen circumstances, and in accordance with commissioner rules, the district may require a classroom teacher or librarian to supervise students during lunch no more than one day in any school week. (Education Code 21.405)

In determining whether an exceptional circumstance exists, the district shall use the following guidelines:

1. A personnel shortage exists when, despite reasonable efforts to use non-teaching personnel or the assistance of community volunteers to supervise students during lunch, no other personnel are available.
2. Extreme economic conditions exist when the percentage of a local tax increase including the cost of implementing duty-free lunch requirements, would place the district in jeopardy of a potential roll-back election.
3. Unavoidable or unforeseen circumstances exist when, because of illness, epidemic, or natural or man-made disaster, the district is unable to find individuals to supervise students during lunch. (19 TAC 145.24)

COLLABORATIVE PLANNING EXPECTATIONS AND GUIDELINES

Expectation

Teachers/leaders at all campuses must engage in collegial, collaborative planning sessions where school, grade, and/or content level teams:

1. focus on developing successful, program-specific strategies to improve instruction;
2. share best practices, and review student work and data in order to plan strategically to improve the achievement of all students; and
3. study a common instructional topic linked to student work, model lessons for one another, and practice implementation of new instructional strategies – all guided by student data.

Implementation Guidelines

1. All teachers will be expected to plan collaboratively at least one time per week for a recommended minimum of 45 uninterrupted minutes at a time agreed upon by the team/grade level. Times may include, but are not limited to, before/after school or during their common planning period.
2. Non-core subject teachers and special education teachers shall participate as required by the focus of the meeting or based on an alternate schedule set by the school.
3. School schedules when possible should ensure that the appropriate grade level/content teams have common periods scheduled for collaborative planning.
4. School-based administrators are responsible for ensuring collaborative planning is occurring in their schools, and the work taking place during collaborative planning is linked to the overall goals for the school. Administrators are not required to lead collaborative planning meetings, but should coach and assist teachers with skill building, reflection, and instructional practice linked to school performance measures.
5. Information from the team meetings shall be shared with leadership of the school through a documented process that includes agendas/minutes/lesson plans, etc. The documentation process will be determined by each campus.

Planning and Preparation Time

Each classroom teacher is entitled to at least 450 minutes within each two-week period for instructional preparation, including parent-teacher conferences, evaluating students' work, and planning. A planning and preparation period under this section may not be less than 45 minutes within the instructional day. There are no exceptions or waivers provided for less than 45 minutes within the instructional day for any teacher or due to a specialized instructional program. During a planning and preparation period, a classroom teacher may not be required to participate in any other activity. (Texas Education Code §21.404)

All activities during individual planning sessions must be directly related to instructional preparation.

TEACHER WORK HOURS

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

DUTY ASSIGNMENTS

Principals may assign duties to employees in addition to those specified in job descriptions. Such duties may include the following:

1. lunch period duty in accordance with law;
2. recess duty;
3. hall duty;

4. classroom housekeeping duties such as turning out lights, closing windows, locking doors, maintaining neat and attractive classrooms, and the like;
5. duty at extracurricular activities;
6. bus loading duty;
7. parking lot duty; and,
8. any extra duty assigned by the principal.

Each principal will prepare a schedule of these duty assignments. A copy of the schedule will be available, and orientation will be provided for such duty assignments.

Teachers

Teachers may be called upon to sponsor various organizations and class groups. The sponsorship of classes may be rotated among teachers annually so that the same teachers do not have the more demanding sponsorships in consecutive years. Sponsors will:

1. supervise projects and activities selected by organizations and class groups;
2. counsel and advise students in elections, and in the selection of projects and activities;
3. establish proper and adequate procedures for the collection and accounting of funds derived from fund-raising projects;
4. keep the principal informed of projects and activity dates and have these posted on the school activity calendar;
5. ensure that all projects and activities of classes and organizations are approved by the administration;
6. schedule projects and organizational work so that class time is not used for that purpose.

Teachers are urged to attend and participate in as many extracurricular activities as time and convenience permit.

CERTIFICATION INFORMATION

Texas Education Code 21.048(c-1) states that the results of certification examinations are confidential and prohibited from disclosure under the Texas Public Information Act. As a certified employee, I understand the district needs to access employee certification information for compliance purposes. Via signature on the Employee Acknowledgement for this Employee Handbook, I give consent to district officials to access my certification information.

REQUIREMENT TO REPORT EDUCATOR MISCONDUCT

Certified Employees

The resignation or termination of a certified employee must be reported to the State Board of Educator Certification (SBEC) if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor, or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance

- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

The reporting requirements above are in addition to the superintendent’s ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history or engaged in conduct violating the assessment security procedures established under TEC §39.0301. “Reported criminal history” means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Finger-print-based Applicant Clearinghouse of Texas (FACT).

The Texas Education Code also requires that principals report certain misconduct by certificate holders, including the examples discussed above, to the Superintendent no later than the seventh business day after the date that an employee resigns or is terminated following an alleged incident of misconduct or the principal knew about an employee’s reported criminal history.

The superintendent is required to complete an investigation that involves evidence that the educator may have abused a student or minor, or that the educator may have been involved in a romantic relationship or solicited or engaged in sexual contact with a student or minor, despite the educator’s resignation from employment before completion of the investigation.

The superintendent must notify the State Board for Educator Certification by filing a report in writing on a form prescribed by SBEC not later than the seventh business day after the date the superintendent receives a report from a principal or knew about:

1. an employee’s criminal record under Education Code 21.006(b)(1);
2. an alleged incident of misconduct or a termination of employment or resignation following an alleged incident of misconduct described by Education Code 21.006 (b)(2).

The superintendent shall also notify the Board of Trustees of the school district and the educator of the filing of the report.

Not later than 30 days after a person’s conviction for a felony involving the above offenses, the school at which the person was employed shall provide written notice of the employee’s conviction to the Texas Teacher Retirement System.

If the principal or superintendent fail to make required reports by the date required, monetary administrative penalties of not less than \$500 and not more than \$10,000 may be imposed. The State Board for Educator Certification may not renew the certification of the person against whom the administrative penalty has been imposed until the penalty is paid.

Failure of a principal or superintendent to make required reports with an intent to conceal an educator’s criminal record or alleged incident of misconduct commits a state jail felony offense.

Assisting Others to Obtain Employment in an Educational Institution

The State Board for Educator Certification may suspend, revoke, or sanction the certificate of an educator, or refuse to issue a certificate to an educator who:

1. assists another person who engaged in sexual misconduct in obtaining employment at a school district or charter school, other than by routine transmission of administrative and personnel files; and,
2. the person knew the other person had previously engaged in sexual misconduct with a minor or student in violation of the law. (TEC Chapter 21, 21.0581)

The commissioner may require a school district to revoke or decline to issue a school district teaching permit under Section 21.055 issued to or requested by a person subject to board action for misconduct.

A school district administrator who employs an applicant is subject to revocation of certification if SBEC determines it is reasonable to believe the administrator hired an applicant despite being aware that the applicant had been adjudicated for or convicted of having an inappropriate relationship with a minor. (TEC Chapter 21.009 Rev. by SB 7)

Noncertified Employees

The Superintendent is required to notify the Commissioner of Education in writing by filing a report within seven business days of the date that he or she either receives a report from a principal or knew that a noncertified employee was terminated or resigned from employment and there is evidence that the employee committed any of the following acts:

1. Abused or otherwise committed an unlawful act with a student or minor; or
2. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor.

“Noncertified employee” means a person who is employed by the District who does not hold a certification issued by the State Board for Educator Certification (SBEC) under Education Code, Chapter 21, Subchapter B.

A person who serves as principal must notify the Superintendent no later than seven business days after a noncertified employee resigns or is terminated following an alleged incident of misconduct described above.

The Superintendent shall complete an investigation of a noncertified employee if there is reasonable cause to believe the employee may have engaged in misconduct described above, despite the employee's resignation from district employment before completion of the investigation.

SBEC may sanction an educator who fails to discharge an employee or to refuse to hire an applicant when the employee or applicant was employed in a public school and on the registry of persons who are not eligible to be employed under TEC, §22.092, when the person knew that the employee or applicant had been adjudicated for or convicted of having an inappropriate relationship with a minor in accordance with the TEC, §21.009(e), or when the person knew or should have known through a criminal history record information review that the employee or applicant had been placed on community supervision or convicted of an offense in accordance with the TEC, §22.085;

DECISION-MAKING PROCESS REGARDING PERSONNEL

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

1. academic or technical preparations, supported by transcripts;
2. proper certification for grade level, subject, or assignment, including emergency permits and endorsements for specific subjects, programs, or positions;
3. experience;
4. recommendations and references;
5. evaluations;
6. suitability for the position and professional competence; and,
7. the needs of the district.

Notice and Process of Promotional Opportunity

The district provides periodic and timely postings on the district's website and in district buildings of vacancies in areas of promotional opportunity. Postings indicate the district contact person for applications. Each administrative/support level position requires an interview with a district screening committee as part of the selection process.

CONTRACTS

Teachers

The district provides contracts for teachers under the Contract Law provided in Chapter 21, Subchapters C, D, and E of the Texas Education Code. Each teacher is employed on either a probationary, term, or a continuing contract.

Full details on employment practices, renewals, terminations, hearing appeals, etc. may be found in Board Policies DC, DCA, DCB, DCC, DCD, DCE, DFBB, AND DFE. These policies are on line on the district's web site and are available for review in each campus principal's office and the district Human Resources Office.

Administrative/Support Personnel and Term Contract Teachers

Administrative and certified support personnel, as well as teachers, may be on term contracts as provided in Chapter 21, Subchapter C or E of the Texas Education Code.

Full details on employment practices, renewals, terminations, hearing appeals, etc., may be found in Board Policies DAA, DC, DCA, DCB, DCC, DCD, DCE, DFBB, DFD, DFE, DGBA, DH, DHC, DI, DF and DN. These policies are on line on the district's web site and are available for review in the district Human Resources Office, or in the principal's office at each campus.

Non-certified Support and Paraeducator Staff

Non-certified support and paraeducator employees receive a one-year or annual contract which is not subject to Chapter 21, Subchapters C, D, or E of the Texas Education Code. This contract does

not grant nor create any contractual or other expectancy of employment or claim of entitlement beyond the terms of the contract.

TEXTBOOKS

Guidelines/Recommendations for Textbook Accountability

When issuing any instructional materials to a staff member, have each teacher sign for the materials he/she receives. These records will be kept by the Campus Textbook Administrator. Each Campus Textbook Administrator will perform a “book check” during the year.

The Campus Textbook Administrator at each campus will also conduct an annual comprehensive textbook inventory coordinated by the district’s Textbook and Property Manager. This inventory will be performed at the end of each school year and includes state adopted student and teacher editions, as well as ancillary materials. Any lost state adopted materials will be replaced through the Textbook Department. Campuses are responsible for purchasing any ancillary item(s) that are lost.

A teacher who fails to return an assigned teacher edition or any assigned ancillary material(s) and cannot account for the missing material(s) through the annual textbook inventory report shall be subject to disciplinary action for the lost material(s).

The campus textbook activity account shall be used for all transactions. Funds collected for materials not returned need to be deposited into the campus textbook activity account.

TEACHER AND PARAEDUCATOR TRANSFER REQUESTS AND REQUIREMENTS

In accordance with district policy and procedures, teacher/paraeducator transfers for an ensuing school year may be at the initiative of the superintendent or other administrators, and also with consideration provided at the request of individual teachers.

A teacher/paraeducator-initiated request for transfer does not guarantee that such a transfer will be made because each request has to be considered in terms of such factors as:

1. priority and number of transfers which have to be made for administrative reasons;
2. available vacancies;
3. qualifications/certification of the requesting employee; and,
4. campus instructional and organizational needs (principal's judgment).

An employee currently on an intervention plan and/or on current year administrative directives is **not eligible** to request a transfer. With the exception of administrative transfers, principals **must** approve all teacher/paraeducator-initiated transfers to their schools.

District Priorities

1. Employees returning from temporary disability (TD) and those at campuses where

projected enrollment data reflect the need for fewer staff members because of boundary changes and/or lack of previously expected growth will be given the highest priority for administrative transfers.

2. Teacher/paraeducator-initiated requests will be given consideration to the greatest extent possible. Principals may elect to not schedule interviews for employees wanting to transfer if the campus has no known openings; however, if an opening becomes available, that principal will begin the consideration process by reviewing listed individuals from the transfer list.

Procedures for Requesting a Transfer

1. All Teacher/Paraeducator Transfer Requests are completed via the internet. The employee logs on to a link provided each year in the transfer memo. The link takes employees through the process.
2. Once the transfer request has been electronically submitted, principals will have access to daily reports to review the information.
3. Deadlines for submitting transfer requests will be established and published each school year.

District-initiated Transfers

The superintendent has the right to assign duties to the teacher as deemed proper, and may, from time to time, assign or reassign the teacher to additional duties. The superintendent has the right to make changes in teaching and building assignments, subject to provisions of Section 11.202(b) of the Texas Education Code, which are determined in the best interest of the district and of those involved. The superintendent will consider campus seniority and principals' recommendations in making assignments and reassignments.

Guidelines for Paraeducator Promotions

Any paraeducator who would like to advance or move up a pay grade would need to apply for positions as they are posted. It is the responsibility of the applicant to be sure he/she has the appropriate skill level, a positive evaluation, support from his/her supervisor and qualifications for the position sought. Employees are to follow application instructions as noted on the job postings. Job opportunities are posted in buildings, district facilities, on the internet - www.cfid.net, and on cable Channel 16.

THE APPRAISAL PROCESS

Introduction

One of the hallmarks of the Cypress-Fairbanks Independent School District is an ongoing commitment to the continued growth and development of its teachers, paraeducators, and non-teaching professionals. Because of this commitment, the district provides many opportunities throughout the year to support ongoing professional growth. A critical component of the continuous improvement process is the support provided by the collaborative relationship developed during the appraisal process between the individual being appraised and the appraiser.

Teacher Appraisal

The Cypress-Fairbanks Teacher Evaluation and Support System, CF-TESS, is the district's locally adopted appraisal process which establishes a system of support and evaluation for teachers. All educators have the responsibility of consistently holding themselves to a high standard in terms of ongoing development in their instructional practice. To support growth in practice, the CF-TESS rubric includes specific dimensions, descriptors and performance levels for appraising teachers. It is essential for administrators, teachers, teacher leaders, and other instructional staff to have a deep understanding of the CF-TESS rubric and how it describes teaching that leads to increased student performance.

Non-Teaching Professional and Paraeducator Appraisal

All staff members, professional and ancillary, should engage in an appraisal process annually with their supervisors leading to continued growth and development. To support a common understanding, an orientation to the appraisal process is provided for all employees, including the criteria upon which the annual appraisal will be based. All paraeducator and non-teaching professionals will, in collaboration with their supervisors, demonstrate their continued professional development through the annual goal-setting and end-of-year appraisal processes.

Common Framework

The purpose of this appraisal handbook is to provide a common framework regarding appraisal for all who serve our students: teachers, paraeducators, and non-teaching professionals. Processes, timelines and support documents are included to clarify appraisal procedures for both teaching and non-teaching roles. This handbook does not take the place of policies provided by the district in the Employee Handbook but serves to provide a thorough source of information concerning the appraisal process. Using this handbook as a springboard for campus conversations is key to creating both consistency and common understanding within appraiser teams and between the individuals being appraised and their appraisers.

For the CFISD Board Policy regarding the performance appraisal of teachers see DNA (Legal) and DNA (Local).

The Appraisal Process for Teachers

Cypress-Fairbanks ISD has adopted a locally developed system for teacher appraisal as outlined in Texas Education Code (TEC), §21.352. The CF-TESS appraisal process includes:

- an orientation for all teachers new to the *Cypress-Fairbanks Teacher Evaluation and Support System (CF-TESS)*
- an annual review for all (new and existing) teachers to be appraised shall be provided to share District policy regarding teacher appraisal and 19 Administrative Code, Chapter 150, Subchapter AA (Teacher Appraisal).
- a personal professional goal created in collaboration with the assigned appraiser, including completion by the teacher of the *Establish and Implement Personal Professional Goal*;
- a goal for student growth set by the teacher to help plan instruction and drive student learning throughout the year, including completion by the teacher of *Establish and Implement Goal for Student Growth*;
- multiple opportunities for classroom observations, both formal and/or informal, to be conducted by the assigned appraiser and other administrators;
- ongoing review and reflection of the *Personal Professional Goal and Goal for Student Growth*, including completion by the teacher of *Monitor and Adjust Goals*;

- cumulative data collected by the appraiser regarding job-related teacher performance, in addition to formal/informal classroom observations;
- an opportunity to reflect and evaluate the personal professional goal and the goal for student growth prior to the end-of-year conference, including completion by the teacher of the *Reflect and Evaluate*;
- a personal and professional goal drafted in collaboration with the assigned appraiser with a view to the following school year, including completion by the teacher of the *Personal Professional Goal Draft for the Next School Year*;
- an appraisal report and the *End-of-Year Conference Data Form completed* by the assigned appraiser; and
- an end-of-year conference to be held between the teacher and the assigned appraiser no later than 15 business days before the last day of instruction.

Specific and detailed information about the process and following topics may be found in the separate online publication, the Appraisal Handbook for Teachers, Paraeducators, and Non-Teaching Professional, located on the home page of the Cypress-Fairbanks Professional Growth System (CFPGS) and DNA (Legal and Local):

- the appraisal standards, domains, dimensions and descriptors for each performance level;
- information regarding additional teacher support;
- the teacher response and appeal process;
- appraiser qualifications
- requirements for teacher orientation; and,
- specific appraisal timelines.

Appraisal of Paraeducator Performance and Non-Teaching Professionals

All staff members, professional and ancillary, should be evaluated annually by their supervisors. All paraeducators and non-teaching professionals will demonstrate through the annual goal-setting and evaluation process their continued growth and professional development.

An orientation to the appraisal process should be provided by the end of October for all employees, including the criteria upon which the annual evaluation will be based. The evaluation document should be reviewed with the employee at the End-of-Year conference to be held according to the following timeline:

- Campus paraeducators and non-teaching professionals in May/June
- Non-campus paraeducators and non-teaching professionals prior to the end of the employee's contract year

Specific and detailed information about the process and following topics may be found in the separate online publication, the Appraisal Handbook for Teachers, Paraeducators, and Non-Teaching Professional, located on the home page of the Cypress-Fairbanks Professional Growth System (CFPGS) and DNA (Regulation):

- a Plan of Action (Goal Setting) document; a Paraeducator and Non-Teaching Professional Intervention Plan;
- the paraeducator and non-teaching professional response and appeal process; and,
- specific appraisal timeline

CAMPUS TIME EQUIVALENCY

A campus may choose to designate a campus professional development day as a Campus Time Equivalency day. The principal is responsible for setting the parameters for acceptable activities that may be used. The seven (7) hours required for credit toward the Campus Time Equivalency (CTE) day must be earned off-contract and prior to the scheduled CTE day.

An employee who has not accrued all of the required professional development credit prior to the Campus Time Equivalency (CTE) day must report to work as directed by the principal or follow the procedures outlined in the CFISD Employee Handbook for non-discretionary leave. Failure to adhere to these procedures will result in a reduction in the employee's salary equal to that employee's daily rate of pay.

A principal is not permitted to approve the use of discretionary leave on a staff development day except in the event of extenuating circumstances in accordance with board policy.

DISTRICT CONTENT DAYS

Five (5) professional development days in the school calendar are designated as district content days for teachers; all employees are expected to report to work on time on these contracted days set aside for professional development.

For these district content days, all employees must report to a district location as directed by the district curriculum coordinator or follow the procedures for non-discretionary leave as outlined in the CFISD Employee Handbook. Please note that prompt attendance is required on district content days, just as it is required for any work day.

The following are considerations regarding attendance at a 7-hour district professional development day. A professional employee who is absent greater than fifteen (15) minutes but less than two (2) hours of a professional development day (this includes both late arrivals as well as early departures) will be allowed the opportunity to make up the missed time in order to receive full credit for the district professional development day. However, a professional employee who is absent more than two (2) hours up to 3.5 hours (50% of the seven (7) hour professional development day) will be considered absent for one-half (1/2) of the day and will be charged leave (if eligible) or docked pay. A professional employee who is absent in excess of 3.5 hours will be considered absent for the entire day and charged leave (if eligible) or docked pay.

A principal **is not permitted to approve the use of discretionary leave** on a staff development day except in the event of extenuating circumstances in accordance with board policy.

RESIGNATIONS

General Requirements

All resignations shall be submitted to the superintendent's designee. The employee shall give reasonable notice and shall include a statement of the reason(s) for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

Educators

An educator employed under a probationary contract for the following school year, or under a term or continuing contract, may relinquish the position and leave district employment at the end of the school year without penalty by filing a written resignation with the Board or the Board's designee not later than the 45th day before the first day of instruction of the following school year.

A written resignation mailed by prepaid certified or registered mail to the Board President or the Board's designee at the post office address of the district is considered filed at the time of mailing.

An unequivocal resignation filed not later than the 45th day before the first day of instruction of the following school year is effective upon filing with the district and the district cannot reject such a resignation. The resignation cannot be withdrawn by the teacher based on an argument that the district has not accepted the resignation.

The educator may resign, with the consent of the Board or the Board's designee, at any other time. DFE (Legal) For educators, the Superintendent's designee is the Assistant Superintendent for Human Resources.

Resignations at the End of the Year – Non-certified Employees with Annual Contracts

Employees holding a one-year annual contract may resign at the end of the contract period by filing a written resignation with the superintendent or designee. For professional employees, the superintendent's designee is the Assistant Superintendent for Human Resources. For paraeducators, the superintendent's designee is the Human Resources Director for Support Personnel.

Resignation Process

It is important to note that by Board policy and administrative practice, the resignation must be sent **directly to the Human Resources Office**. It is most appropriate to discuss the matter with the principal or supervisor prior to submitting the resignation. A written resignation mailed by prepaid certified or registered mail to the designee at the post office address of the district is considered filed at the time of mailing. Professional and paraeducators employees are encouraged to utilize the on-line resignation/exit process found at www.cfid.net under Human Resources.

Re-employment After Resignation

An employee who resigns and later seeks re-employment in the District shall: (1) be employed in accordance with state law and applicable policies; (2) be placed on the salary schedule in accordance with state law, applicable policies, and the District's compensation manual; (3) have no entitlement to seniority and accumulated unused leave at the time of resignation; and, (4) be subject to the personnel policies or any settlement agreements pertaining to the re-employment of former employees.

An employee who resigns after the District has initiated an investigation of alleged misconduct may be eligible for re-employment only after review and approval by the assistant superintendent of human resources.

An employee who resigns or retires to avoid District-initiated termination or nonrenewal shall not be eligible for re-employment with the District. (DFE Local)

RESIGNATION CHECKLIST

The following checklist is being provided as a recommended guideline for use by all staff members when severing their employment with the district. All inquiries about prospective resignations will be handled in a confidential manner by the Human Resources, Payroll, and Insurance departments.

- √ If you are resigning your position because of a serious health condition of your own or that of a family member, you should contact the Insurance Department before you officially resign to determine if you may be eligible for valuable benefits for which you have already paid. Benefits that may potentially be available to assist you include:
 - Paid time off (sick leave, overtime, vacation)
 - Temporary disability leave
 - Family Medical Leave
 - Disability insurance
 - Sick Leave Bank membership
 - Teachers Retirement System of Texas (TRS)
- √ If you are resigning in order to retire from TRS, go to the “Retirement Checklist” on page 126-128 of this Handbook.
- √ If you are eligible to use any of the benefits listed above, the district can help you coordinate your leave or resignation to assure you receive the benefits you have earned. **Be sure to investigate your benefits BEFORE you officially resign. Once your resignation has been accepted by the Human Resources Department, it cannot be rescinded.**
- √ To submit your resignation, go to the district’s Human Resources Department’s webpage at www.cfisd.net. Go to Resignation/Exit and follow the instructions for resigning.
- √ If you do not have internet access, notify your immediate supervisor and the Human Resources Department of your resignation in writing as soon as possible. It is appropriate to provide a minimum of two weeks’ notice of resignation prior to your last day of employment.
- √ Provide the Human Resources Department with your new address if you are moving.
- √ Turn in all district keys (door keys, desk keys, lock keys, electronic devices); the ID badge, and parking tag to your immediate supervisor.

- √ Unused earned vacation days will be paid at the employee's current daily rate.
- √ All inquiries regarding terminating membership in the Teachers Retirement System of Texas (TRS) and withdrawing member contributions need to be addressed directly with TRS. Write directly to TRS at 1000 Red River Street, Austin, TX 78701-2698; email to www.trs.texas.gov; or call 1-800-223-8778.
- √ Social Security questions may be answered by calling the Social Security office at 1-800-772-1213.

Refer questions to:

| | |
|---------------------------------|----------------|
| Human Resources (Professional) | 281/807-8661 |
| Human Resources (Paraeducators) | 281/897-4033 |
| 457 Retirement Savings Plan | 281/897-4051 |
| Payroll Department | 281/897-4109 |
| Insurance Department | 281/897-4109 |
| TRS | 1/800-223-8778 |
| Social Security | 1/800-772-1213 |

VIII. NON-CONTRACT EMPLOYEES

NON-CONTRACT (HOURLY) PERSONNEL EMPLOYMENT PRACTICES

In addition to Section III of this Handbook, the following information is provided for non-contract hourly employees.

Application and Interview

Persons interested in applying for hourly positions with the Cypress-Fairbanks Independent School District should log on to the district's website, www.cfishd.net Job Seekers, Job Postings and Online Applications, Apply Online Here, to view a listing of current openings. Online applications are required. Human Resource representatives for ancillary positions are located at the Maintenance and Operations Center, 11430 Perry Road (custodial); the Instructional Support Center, 10300 Jones Road (maintenance, printing, distribution center, Berry Center, and police positions); the Westgreen Transportation Center at 21330 West Campus Drive (bus driver, vehicle technicians, service technicians, bus attendant, and mechanic helper positions); the Nutrition Services Department Food Production Center, 11355 Perry Road (food service positions, delivery driver, food service warehouse positions); and the Cy-Fair Annex, 22602 Northwest Freeway (Club Rewind/Community Programs positions). All applicants must complete an application and be interviewed and screened by the appropriate supervisor. Applicants may also be interviewed by the supervisor in the area wherein a job exists.

Each applicant is responsible for updating any information regarding change of address, name, telephone number, status, or any other pertinent information for as long as he/she has an active application on file for ancillary positions.

Any falsification of employment reports will disqualify the applicant from being hired or will result in termination of the applicant if he/she is hired.

Criminal Record Check

A criminal record check will be conducted on all applicants. Information obtained in this manner shall be used only to evaluate applicants for employment. If an employee is hired before a criminal check can be obtained, an unsatisfactory criminal background investigation report will be full justification for termination of employment with the district. Each applicant is required to respond to a written inquiry regarding conviction of a misdemeanor, felony, or offense involving moral turpitude (including, but not limited to, theft, attempted theft, rape, murder, swindling and indecency with a minor) and/or placement on probation or deferred adjudication. All employees have a continuing obligation to report within three calendar days any arrest or conviction or other adverse adjudication of any crime as previously described in Section III, page 40. The district may annually perform criminal history record checks on current employees.

Selection

Positions are offered to applicants in view of references, training, experience, and ability to meet the requirements of the available position. Documents required for employment with the Cypress-Fairbanks Independent School District are listed in Section III of the Handbook, pages 48-51.

EMPLOYMENT PROCEDURES AND WORK RULES

Ancillary personnel shall serve at will, are not employed for any specified length of time, and have no property rights in their employment.

Assignments

The original assignment is made at the time of employment, except in operations and nutrition services, where a nucleus of substitute workers in a department are called when or as needed.

Employees assigned to craft positions which require licensing or certification are responsible for maintaining a current license/certification.

The work weeks and daily time schedules will be established by the administration based on the needs of the district and are subject to change when necessary.

Transfers

Employees can be transferred at any time due to changes in enrollment or district requirements. **Any employee may be assigned to any facility in the Cypress-Fairbanks Independent School District, whether the employee requests such an assignment or not.** Refusal to accept an assignment to a designated facility will be interpreted as a resignation on the part of the employee.

Voluntary Transfer

Employees who wish to transfer from one building to another within the same department within maintenance and operations, nutrition services, media center, transportation (excluding bus drivers and attendants), Community Programs, distribution center, police, mail service and computer repair, will need to first talk with his/her immediate supervisor about his/her interest in making a job change; then communicate with the Human Resources assistant director of the department.

Evaluations

Written employee evaluations are required annually; however, periodic observations and evaluations are made as frequently as deemed appropriate by the employee's immediate supervisor.

Evaluations are intended to provide the employee and supervisor a mutual understanding of job requirements and performance which can and should be improved as well as noting the areas in which the employee is performing well. The evaluations will focus on job performance and safety as well as other appropriate facts. This evaluation shall be discussed in detail with the employee by his/her immediate supervisor. The employee shall have the opportunity to make any comments he/she wishes in writing on the evaluation form.

The following scale will be applied when evaluating an employee’s attendance:

| Rating | Number of Absences (234-260 days) | Number of Absences (216-233 days) | Number of Absences (198-215 days) | Number of Absences (188-197 days) | Number of Absences (187days or less) |
|-----------------------------|---|---|---|---|--|
| <i>Clearly Outstanding</i> | 0 | 0 | 0 | 0 | 0 |
| <i>Exceeds Expectations</i> | $>0 \leq 6$ | $>0 \leq 5$ | $>0 \leq 5$ | $>0 \leq 4$ | $>0 \leq 4$ |
| <i>Meets Expectations</i> | $6 \leq 12$ | $5 \leq 11.5$ | $5 \leq 11$ | $4 \leq 10.5$ | $4 \leq 10$ |
| <i>Below Expectations</i> | $12 \leq 13$ | $11.5 \leq 12.5$ | $11 \leq 12$ | $10.5 \leq 11.5$ | $10 \leq 11$ |
| <i>Unsatisfactory</i> | 13+ | 12.5+ | 12+ | 11.5+ | 11+ |

Absences for approved vacation days, jury duty, religious holidays, military service, and those absences in response to a lawfully issued subpoena to a non party of interest, are not counted in the total used for the performance evaluation rating and absence tracking. Time off for religious holidays shall be reasonably accommodated so long as the time off does not cause undue hardship on the conduct of district business. Employees may request to use an available paid discretionary state personal leave day or take an unpaid leave day for the purpose of religious holiday observation. Approved day(s) for religious holiday observation will not be counted in the total days used for the performance evaluation. Those worker’s compensation and temporary disability absences exceeding the FML days will be included in the number of absences for the evaluation rating. Absences for death in the immediate family may be charged to state or local leave time and will be included in the number of absences for the evaluation rating.

Employees receiving a less than satisfactory evaluation will not be eligible to receive a GRI (General Rate Increase) the following school year if authorized by the Board of Trustees. The employees’ salaries will be frozen at their present amounts. A less than satisfactory performance shall be an evaluation with two or more domains scored “Unsatisfactory” or “Unsatisfactory” in the same domain for two consecutive years. DEA (Local)

Signing of the evaluation form does not indicate that the employee agrees with the evaluation, but it ensures that each employee has seen his/her evaluation and has had an opportunity to comment in writing. Employees will receive copies of their evaluation forms following their evaluation conferences.

The original copy of the evaluation form will be retained in the employee's personnel file which is located in the Ancillary Personnel Office. The evaluation period for most hourly personnel shall be from April 1- March 31.

Operators of District Vehicles/Mobile Equipment

All persons who drive a district vehicle or operate mobile equipment must undergo an annual driver's license record check. An acceptable driving record as determined by the Texas School Bus Drivers' Driving Evaluation criteria (less than 10 points) must be shown in order to operate a district vehicle/mobile equipment. Employees who receive a citation while driving a district vehicle must notify his/her immediate supervisor immediately.

Drivers who are required to hold a CDL will be required to take a physical every two years and will be assigned to the random drug testing pool. School bus drivers are required to take a DOT physical every year.

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

Unauthorized use of a district vehicle includes using the vehicle to run personal errands and transporting unauthorized passengers and operating the vehicle without proper credentials such as an invalid Texas driver's license.

Notification of Traffic Violations

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

Employees who operate mobile equipment other than vehicles must also notify his/her supervisor in writing and within 30 days of a conviction for any traffic violation (except parking).

Random Drug/Alcohol Testing – Safety Sensitive Positions

Employees working in safety-sensitive positions will be subject to random drug and alcohol testing. Testing may be conducted for the following substances: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), amphetamines, and alcohol. Employees in safety-sensitive positions are required to report for testing immediately upon notification. Failure to report for testing will result in termination of employment. See more information in Section III of this Handbook.

Absence

Regular, prompt, and reliable attendance is an essential job function. Employees are expected to report to work on time on a regular basis. Employees who will be absent or late arriving to work are required to contact their designated department prior to the beginning work time, and according to departmental procedures regarding who to contact and when contact must be made. Excessive, unexcused and/or undocumented absences may lead to disciplinary action up to and including termination.

A doctor's release will be required and must be presented to the department office or supervisor before returning to work for any absence of more than three (3) consecutive work days because of personal illness or illness in the immediate family. The Cypress-Fairbanks Independent School District does reserve the right to check with the doctor on an employee's work status to determine

if the employee can perform his/her assigned duties.

Tardies

Employees who arrive one (1) to five (5) minutes past their official start time are late to work. An employee who is late to work six (6) minutes or more is officially counted as tardy. Excessive tardiness (six [6] annually or during an evaluation cycle) can justify termination. Frequent occurrences of arriving to work late, but not officially tardy, can be addressed with the employee for corrective measures. Six (6) occurrences of arriving late will equate to one (1) tardy.

Time Clocks/Swiping

Employees required to use the swipe card for attendance/compensation purposes should not swipe in more than six (6) minutes prior to his/her scheduled start time or swipe out more than six (6) minutes after his/her scheduled departure time without a supervisor's pre-approval. Overtime must be pre-approved and will be reported via an exception report. Employees are prohibited from swiping in/out for another employee.

Notice of Vacancy

A director whose department has a job opening will contact the Assistant Director of Human Resources for the department who will notify the Director of Ancillary Personnel to prepare a posting. The Director of Ancillary Personnel will post the opening for 10 work days on the district's website. Employees are encouraged to regularly monitor the website for available positions. This notice shall be posted by directors/supervisors at all sites so that all employees have access to notification of the opening. Any employee interested in applying must follow the directions on the posting and the procedure listed below:

1. Notify his/her immediate supervisor and then apply online for the position.
2. All applicants, both from within the district and from outside the district, may be interviewed by the assistant director of the respective department.
3. All promoted non-contract employees will be in training for 90 days. During this time, the employee may be terminated or returned to his/her original or an equivalent position if he/she is not performing satisfactorily.

Dress and Grooming

District employees shall dress in a clean, neat, safe, professional manner, appropriate to their assignments in the district. Personal dress or grooming should not be disruptive to other employees or students or unsafe in regard to working around machinery and equipment.

Each employee needs to check with his/her supervisor for specific dress/grooming codes.

COVID Face Masks Addendum

In order to protect the health and safety of other members of the school community, all staff and students (grades PK-12) must wear face masks on buses, in hallways, and in common areas. Additionally, all staff and students (grades PK-12) will be required to wear face masks in the classroom when social distancing is not feasible and/or the teacher's method for delivery of instruction warrants the use of face masks. All visitors (including parents, contractors, and vendors) will also wear face masks. Face masks will be provided for staff and students if needed.

Face masks are defined to include non-medical and medical grade disposable face masks and cloth face coverings (over the nose and mouth) that meet the same protection standards as non-medical grade face masks. Additionally, face masks with exhalation valves (vents that allow air to be exhaled through a hole in the material) may only be worn in combination with full-face shields.

Limited exceptions to these rules will only be made for eating, drinking, therapy, or a medical condition or disability that prevents a person from wearing a face mask. Full-face clear shields as an accommodation may be used in place of a mask to protect eyes, nose, and mouth whenever a face mask is not feasible due to a medical condition or whenever the education context may benefit from the ability to see an individual's full face.

Staff seeking an exemption from these rules for a medical condition or disability may do so in accordance with the Americans With Disabilities Act. Written documentation from a medical provider will be required.

Face masks must meet employee dress code requirements.

Prohibited Language/Gestures/Materials

No employee shall, at any time, for any reason, use obscene, vulgar, profane or suggestive language or gestures of any kind or possess printed or written materials of obscene, vulgar, profane or suggestive nature while on duty or school property. Any employee found in violation of this policy will be subject to disciplinary action up to and including termination.

Conduct

Each employee is responsible for developing good will toward the district through a courteous, cheerful, and helpful attitude. The employee is also to carry out his or her work in a cooperative, safe and professional manner. Proper care of plant facilities and equipment, representing vast investments in the public school program by the general public, are the responsibility of all school employees.

Requirement to Report Misconduct

The Superintendent is required to notify the Commissioner of Education in writing by filing a report within seven business days of the date that he or she either receives a report from a principal or knew that a noncertified employee was terminated or resigned from employment and there is evidence that the employee committed any of the following acts:

1. Abused or otherwise committed an unlawful act with a student or minor; or
2. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor.

“Noncertified employee” means a person who is employed by the District who does not hold a certification issued by the State Board for Educator Certification (SBEC) under Education Code, Chapter 21, Subchapter B.

A person who serves as principal must notify the Superintendent no later than seven business days after a noncertified employee resigns or is terminated following an alleged incident of misconduct described above.

The Superintendent shall complete an investigation of a noncertified employee if there is reasonable cause to believe the employee may have engaged in misconduct described above, despite the employee's resignation from district employment before completion of the investigation.

Personnel-Student Relations

All district personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Any sexual relationship between a district employee and a student is always prohibited, even if consensual. A district student who is also employed by the district is not prohibited from dating a peer of a similar age. See specific information regarding electronic communications with students on pages 38-39 of this Handbook.

In addition to the prohibited actions described above, Penal Code 21.12 prohibits employees who hold a position as described in Section 21.003(a) or (b) of the Texas Education Code from engaging in sexual contact, sexual intercourse, and deviate sexual intercourse with an individual the employee knows is a student at any private or public primary or secondary school regardless of the student's age. Additionally, the statute prohibits any employee from engaging in online solicitation of a student regardless of the student's age if the student is enrolled in a school where the employee works or the employee knows that the student is enrolled at a public or private school, other than a school at which the employee works.

Board Policy FFI (Local) prohibits bullying of a student; bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

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

“Bullying” means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that satisfies the applicability requirements below and that:

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

- c. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- d. Infringes on the rights of the victim at school.

“Cyberbullying” means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form and shall conduct an investigation into the allegations. The district’s policy FFI(LOCAL) includes definitions and procedures for reporting and investigating bullying of students see below:

[https://pol.tasb.org/Policy/Download/587?filename=FFI\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/587?filename=FFI(LOCAL).pdf)

Student Contact

Hourly employees shall limit conversations with students to that required to perform their duties. An hourly employee, with the exception of Club Rewind/Community Programs staff members, shall not attempt to discipline or punish a student and shall refrain from physical contact with students of a disciplinary nature. The need for discipline shall be reported to a teacher or administrator for action.

With the exception of Club Rewind/Community Programs employees, an hourly employee shall not attempt to lift an injured student, except at the school supervisor's request. Injuries shall be reported to the teacher, principal or staff supervisor.

With the exception of Club Rewind/Community Programs employees, an hourly employee shall not allow any student into the building or classrooms before or after school hours without the principal's written approval.

Outside Employment

Any additional or supplementary part-time employment accepted by employees must not, in any way, interfere with the complete and efficient performance of duties.

Procedures For Assigning and Searching Employee Lockers

1. Cypress-Fairbanks Independent School District seeks to provide lockers for its employees' convenience when possible. A locker may be assigned to any employee for his/her use, but the locker remains the property of Cypress-Fairbanks Independent School District.
2. Employees who have lockers assigned to them must sign the Locker Assignment form and are responsible for the contents. A locker may be searched if there is a reasonable cause or, if necessary, to recover district property. Cypress-Fairbanks Independent School District will attempt to notify the involved person prior to the search, and he/she should be present at the time of the search, if possible. Prior notice may not be possible.
3. Emergency situations may necessitate a search without notice to the person assigned to

- the locker, but in the absence of the individual, a second party shall witness any search. An inventory of the contents shall be made.
4. Administrators/supervisors must ensure that all employees under their direction or supervision are aware of the procedures for assigning and searching lockers.
 5. It is the responsibility of supervisors to obtain signed statements from current employees under their direction or supervision who have been assigned a locker. Supervisors must also ensure that a signed statement is obtained from any new employee who is assigned a locker.

Safety and Reporting Accidents

To attain the maximum results from a safety program, each employee must be dedicated to the idea that every accident and loss can be prevented. Everyone must believe that it is worth the time and effort to prevent even one minor injury that could have been serious, or one minor damage incident that could have been a major loss.

Ancillary employees involved in an accident while on the job shall notify their department office, immediate supervisor, or school principal as to the nature of the accident and type of medical care required. If the accident/injury requires immediate medical attention, the employee shall be sent to the nearest medical professional, facility or personal doctor for medical care.

The employee shall report to the building principal or his/her immediate supervisor as soon as possible and within a 24-hour period in order to prepare the employee accident form "Employee's First Report of Injury or Illness". See Section V of this Handbook for Workers' Compensation guidelines, page 148.

DISCIPLINARY POLICY AND PRACTICES

All hourly employees are AT WILL employees of the district. The district or the employee may terminate the employment relationship for good cause or no cause. Nothing in district policy, regulation or this Handbook shall be construed to grant hourly employees a property interest in their positions.

All employees are expected to conform to reasonable standards of performance and conduct. If an employee is unable to maintain these standards, corrective discipline or termination may be required. The goals of corrective discipline are to remedy improper conduct on the part of an employee and to maintain an effective work force.

Misconduct in the Work Place

Disciplinary measures, or termination as the circumstances warrant, may be applied for misconduct in the work place. Corrective discipline may be initiated at the most appropriate level, based on each case and its severity. When applying corrective discipline, action may be taken as the supervisor deems appropriate from one or more measures that include, but are not limited to:

1. coaching session – a scheduled conference with an employee to reach agreement regarding how to correct a problem and/or improper performance;
2. oral reprimand – may be issued to an employee for misconduct by the administrator or

immediate supervisor. An oral reprimand serves as notice to the employee that the specific conduct in question is considered undesirable, shall be corrected, and shall not reoccur in the future.

3. written reprimand – may be issued subsequent to any oral warning for misconduct or may serve as first notice to the employee that he/she has breached his/her designated responsibility. The written reprimand shall contain:
 - a. facts of the incident/situation
 - b. specific directives for correction;
 - c. remediation techniques;
 - d. date of reprimand; and,
 - e. employee’s signature of receipt and acknowledgment.

A copy of the written reprimand shall be provided to the employee. The original reprimand shall be placed in the employee’s personnel file as a permanent record of the misconduct and discipline. The employee has the right to attach his/her written rebuttal to the documentation.

4. administrative leave with pay, authorized by the superintendent or designee;
5. administrative suspension without pay;
6. administrative leave without pay, authorized by the superintendent, as an alternate to termination;
7. demotion, authorized by the superintendent as an alternative to termination.
8. termination

A. In order to maintain a good working environment, all employees are expected to conform to reasonable standards of performance and conduct. When an employee demonstrates an inability to maintain these standards, the department head or supervisor will take necessary corrective action. This action in all cases is directed toward resolving personal and work-related problems which interfere with the employee's effectiveness. When all reasonable efforts to correct employee deficiencies are exhausted, it is necessary that he/she be terminated.

B. An employee whose performance is unacceptable, as determined by the employee's supervisor, may be recommended for termination. Reasons for termination include, but are not limited to, unsatisfactory evaluations, verbal warnings, uncorrected notices of performance deficiencies or offenses that justify immediate dismissal. Examples of offenses warranting immediate dismissal include, but are not limited to, the following:

- a. adjudication at the trial court level for any felony or misdemeanor which is manifestly inconsistent with the safe and efficient operation of the school or department. This includes conviction of any felony, any crime involving moral turpitude, any crime disrupting the educational process or work place or any

other adverse adjudication.

- b. fighting, threatening, or attempting to do bodily injury to an employee or student. Bodily injury means physical pain, illness, or any impairment of physical condition.
- c. carrying weapons. A weapon is any object that could cause injury to another person and not required to be in the possession of that employee in the normal course of his/her job.
- d. stealing or misappropriation of property of employees or of Cypress-Fairbanks Independent School District;
- e. unauthorized use of Cypress-Fairbanks Independent School District vehicles and/or equipment;
- f. malicious mischief, the abuse, misuse, or deliberate destruction or damaging of property, tools, equipment of other employees or of the Cypress-Fairbanks Independent School District;
- g. altering or tampering with time cards, sign in/out rosters, or other documents relative to attendance, promptness, or departures. This also includes time padding, which entails the expanding or increasing of time needlessly to complete an assigned task.
- h. drinking alcoholic beverages on the job or during working hours; or the possession of or introduction of any alcoholic beverage on Cypress-Fairbanks Independent School District property or at school-related events at any time. This also includes reporting to work while under the influence of alcohol or testing positive for alcohol.
- i. use of narcotics, and/or the use, possession, or transmitting on district premises or at school-related events, drugs or substances capable of modifying mood and/or behavior. This also includes the habitual use of addictive drugs, hallucinogens, alcoholic beverages, or controlled substances. Any employee testing positive for illegal drugs while on district property or work time will be terminated.
- j. disorderly, disruptive, or immoral conduct on district premises.
- k. falsification of personnel, insurance, or other official Cypress-Fairbanks Independent School District records, or making false statements when applying for employment;
- l. falsifying, concealing information, or refusing to give testimony concerning accidents involving district vehicles, or other accidents and/or incidents which are being investigated;
- m. the possession, display or use of pornographic, vulgar, inappropriate, obscene or suggestive material on district property or in district vehicles while on duty;
- n. leaving work early or leaving a work site without authorization;
- o. excessive absences or tardiness;
- p. no show/no call for three consecutive days;
- q. unsatisfactory performance of assigned duties;

- r. any violations of the district's Working Agreement; and,
- s. for good cause as determined by the superintendent or his/her designee.

RESIGNATIONS

General Requirements

All resignations shall be submitted to the superintendent's designee. The employee shall give reasonable notice and shall include a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing. Employees are encouraged to use the online resignation system found at www.cfid.net, Staff, HR, Resignation/Exit.

An employee who resigns should give his/her supervisor as much advance notice as possible to allow time to hire and train a replacement. A minimum of two weeks' advance notice is expected. If an hourly employee, for whom a physical examination and drug test is required, voluntarily resigns his/her position during the first six months of employment, the cost of the physical examination and drug test may be withheld from his/her final paycheck.

If an hourly employee resigns prior to the District's recovery of the fingerprinting fees, the remaining cost will be deducted from the employee's final paycheck.

An employee who resigns may have an exit interview with the immediate supervisor and/or the Assistant Director for Human Resources upon request. Resigning employees should turn in issued equipment, materials, keys, parking lot gate key, badge and uniforms, etc. Costs of uniforms may be deducted from an employee's final paycheck for failure to return district uniforms within three (3) work days of resignation or termination. A non-contract employee who voluntarily resigns or is terminated may have the cost of uniforms deducted from his/her final paycheck if uniforms are not returned within three (3) work days following the separation of employment.

Re-employment After Resignation

An employee who resigns and later seeks re-employment in the District shall: (1) be employed in accordance with state law and applicable policies; (2) be placed on the salary schedule in accordance with state law, applicable policies, and the District's compensation manual; (3) have no entitlement to seniority and accumulated unused leave at the time of resignation; and, (4) be subject to the personnel policies or any settlement agreements pertaining to the re-employment of former employees.

An employee who resigns after the District has initiated an investigation of alleged misconduct may be eligible for re-employment only after review and approval by the assistant superintendent of human resources.

An employee who resigns or retires to avoid District-initiated termination or nonrenewal shall not be eligible for re-employment with the District. (DFE Local)

Resignation Checklist

The following checklist is being provided as a recommended guideline to use by all staff members when severing their employment with the district. All inquiries about prospective resignations will be handled in a confidential manner by the Human Resources, Payroll, and Insurance departments.

- √ If you are resigning your position because of a serious health condition of your own or that of a family member, you should contact the Insurance Department before you officially resign to determine if you may be eligible for valuable benefits for which you have already paid. Benefits that may potentially be available to assist you include:
 - Paid time off (sick leave, overtime, vacation)
 - Temporary disability leave
 - Family Medical Leave
 - Disability insurance
 - Sick Leave Bank membership
 - Teachers Retirement System of Texas (TRS)
- √ If you are resigning in order to retire from TRS, go to the “Retirement Checklist” on page 126 of this Handbook.
- √ If you are eligible to use any of the benefits listed above, the district can help you coordinate your leave or resignation to assure you receive the benefits you have earned. **Be sure to investigate your benefits BEFORE you officially resign. Once your resignation has been accepted by the Human Resources Department, it cannot be rescinded.**
- √ Provide the Human Resources Department with your new address if you are moving.
- √ Turn in all uniforms, safety equipment, tools, district keys (door keys, desk keys, lock keys, electronic devices); the ID badge, and parking tag to your immediate supervisor.
- √ Unused earned vacation days will be paid at the employee’s current daily rate.
- √ All inquiries regarding terminating membership in the Teachers Retirement System of Texas (TRS) and withdrawing member contributions need to be addressed directly with TRS. Write directly to TRS at 1000 Red River Street, Austin, TX 78701-2698; email to www.trs.texas.gov; or call 1-800-223-8778.
- √ Social Security questions may be answered by calling the Social Security office at 1-800-772-1213.

Refer questions to:

| | |
|-----------------------------|----------------|
| Human Resources | 281-897-4033 |
| 457 Retirement Savings Plan | 281-897-4051 |
| Payroll Department | 281-897-4109 |
| Insurance Department | 281-897-4109 |
| TRS | 1-800-223-8778 |
| Social Security | 1-800-772-1213 |

OTHER SEPARATION FROM THE DISTRICT

Employees may be separated from the district because of conditions or circumstances beyond their control, such as budget limitations, elimination of positions due to a school closing, reorganization, or other reasons deemed necessary by the administration. When circumstances permit, as determined by the administration, the following process may be used.

1. The superintendent or his/her designee shall identify classifications or position(s) within classifications for elimination.
2. If more than one employee possesses the same classification, and all positions within that classification are not eliminated, the ability, performance, and fitness of the employee(s) involved shall be considered as compared to other members in the same job classification, along with any other relevant criteria identified by the administration.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT WORKING AGREEMENT FOR HOURLY EMPLOYEES

Since service to our district is largely dependent upon the conduct of our employees, employees are expected to conform to certain standards of conduct. Employees are required to:

1. read the Employee Handbook and abide by standards, policies, and procedures defined or referenced in that Handbook.
2. follow all local, state and federal laws, district policies, procedures, administrative directives, rules and regulations.
3. practice reliable and regular attendance. Employees are expected to report to work on time daily and are required to contact their immediate supervisors prior to the beginning of work in accordance with the department's guidelines if they are going to be absent.
4. accept assignments to perform regular duties at any facility owned or operated by the district for the purpose of conducting its regular business. Employees may be assigned as substitutes on a temporary or permanent basis as dictated by the needs of the district.

Acts which constitute a breach of the Working Agreement and may give cause for immediate termination include but are not limited to the following:

1. refusing to do tasks assigned by the supervisor or employee in charge of assigned projects.
2. refusing to accept an assignment to a designated facility. This refusal will be interpreted as a resignation on the part of the employee.
3. willfully falsifying job-related records such as absence from duty reports, time cards, time sheets, medical/production/maintenance reports, accident reports, employment applications, and operating logs. This includes but is not limited to punching another employee's time card or signing his/her time sheet. Employees are directed to not begin working prior to swiping in the time clock/logging time on time sheet or continue working after swiping out/logging out on time sheet.
4. using, possessing, the condition of being under the influence of, refusal to consent to testing, or testing positive for alcoholic beverages or using, possessing, selling, or testing positive for illegal drugs while on the job or on school district property.
5. sleeping on the job or willfully hiding to avoid doing assigned tasks. This includes but is not limited to loitering, neglecting assigned duties, being indifferent to the job, and disrupting other employees.
6. failing to attend work in a reliable and regular manner. Employees are in violation of this agreement if any one or more of the following occur:
 - A. unreliable and/or irregular attendance;
 - B. absence without communication (more than three consecutive days);
 - C. absence in excess of accumulated sick leave days;
 - D. excessive undocumented absences;
 - E. frequent late arrivals (six late arrivals equal one tardy);

- F. excessive tardies (six annually or during evaluation cycle);
- G. giving a false reason for absence(s).
- 7. leaving work without the immediate supervisor's approval.
- 8. violating district/department policy, procedures, and/or guidelines.
- 9. stealing or theft of district or personal property.
- 10. violating safety procedures/practices in the workplace/department, including failure to wear personal protective equipment/gear.
- 11. having a cumulative score of less than satisfactory on an evaluation. The district reserves the right to evaluate any employee at any time based on documented poor job performance.
- 12. causing damage to district tools, products, and equipment willfully or as a result of carelessness, negligence, or inefficient performance of duty.
- 13. engaging in sexual harassment or harassment motivated by race, color, religion, national origin, disability, gender, or age directed towards students or district employees.
- 14. engaging in acts of racial prejudice or discrimination.
- 15. soliciting and/or unauthorized distributing of literature on school district property.
- 16. failing to report to supervisory personnel known acts of theft, or other unlawful acts, or failing to report demands or requests by others to participate in such acts, and failing to cooperate in an investigation.
- 17. using district time or materials to perform tasks which promote personal gain for self or others.
- 18. failing to report to the immediate supervisor an arrest for any felony or any offense involving moral turpitude within three calendar days of the event.
- 19. failing to report any conviction, deferred adjudication, or other adverse adjudication, including a plea of *nolo contendere*, of any crime other than a minor traffic offense within three calendar days of the event.
- 20. failing to abide by local, state and federal laws, district policies, procedures, administrative directives, rules and regulations.
- 21. having overall poor performance of assigned duties and/or unacceptable performance.
- 22. fighting or other physical/verbal altercation.
- 23. for good cause.

I understand that this agreement serves only as notice of conduct which may lead to disciplinary action including termination and is not a contract of employment creating a property interest in my employment.

PRINTED NAME _____

SIGNATURE _____ DATE _____