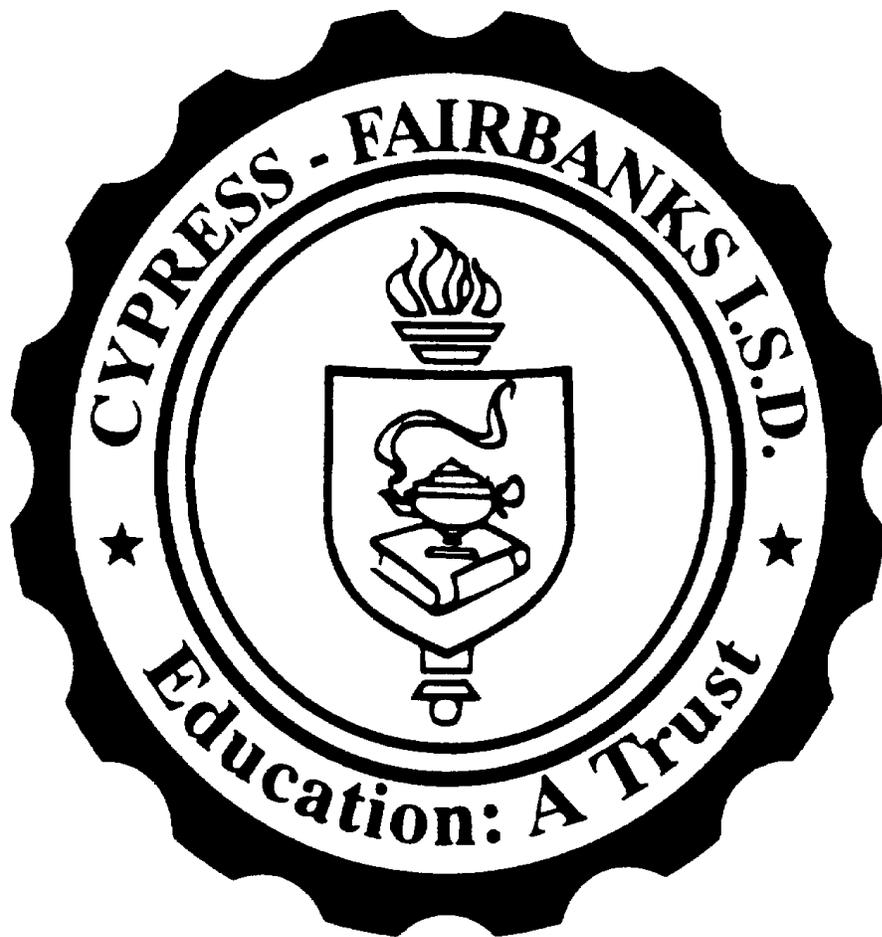


2008-2009
EMPLOYEE HANDBOOK

For All Employees



Cypress-Fairbanks Independent School District

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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 if I have not received a personal printed copy. 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 Human Resources link, Employment Opportunities. 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 I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I understand that I should also access <http://inside.cfisd.net/>, go to the employee access center, and make the personal information changes on line. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation.

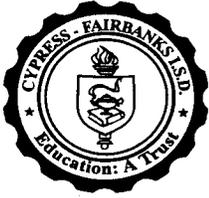
Printed Name

Signature

Date

Building Assignment

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



Cypress-Fairbanks Independent School District

*David Anthony, Ed.D.
Superintendent*

Dear Cypress-Fairbanks Team Member:

The 2008-09 CFISD team includes over 13,000 employees who will provide services to the 100,000 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 “The Power of Engagement,” 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 2008-09 school year.

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

Sincerely,

A handwritten signature in cursive script that reads 'David Anthony'.

David Anthony, Ed.D.
Superintendent

Introduction

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

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

Board of Trustees	
and	
Superintendent	
Don Ryan, President	Al Martinez Jr., Trustee
John Ogletree, Secretary	Albert Arechiga III, Trustee
Lou Bertoli, Vice President	Bob R. Covey, Trustee
Lida Woodul, Trustee	David Anthony, 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...

Cypress-Fairbanks ISD will be an exemplary educational community dedicated to the highest standards of quality at all levels and in all areas of endeavor. All students, parents, community members, and district employees, respecting and valuing each other, will be committed to providing all students with an education which enables them to live successfully in an ever-changing society.

OUR MISSION...

The district will 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. The graduate will be:

- An Effective Communicator
- A Competent Problem-solver
- A Self-directed Learner
- A Responsible Citizen
- A Quality Producer

This is the Portrait of The Cypress-Fairbanks I.S.D. Graduate.

**CYPRESS-FAIRBANKS
DISTRICT GOALS**

GOAL 1: Student Growth and Development

- **Academic Learning:**
- Students' academic performance and achievement level will reflect excellence in learning and attainment of both high expectations and high standards.

- **Social/Emotional Development:**
- Students' behavior will exemplify the skills, attitudes, and/or practices characteristic of productive, community-minded adults: citizenship, self-esteem, respect for others, accountability for actions, and healthful lifestyles.

GOAL 2: Personnel and Safe Schools

(2-A): Recruitment, Development, & Retention of Quality Staff:

The district shall offer an attractive and competitive career package that features rich training opportunities and an enhanced working environment to assist in the recruiting, developing, and retaining of highly qualified and effective personnel.

(2-B): Safe Schools:

The district's schools will maintain a safe and disciplined environment conducive to student learning and employee effectiveness.

GOAL 3: Community Relations

(3A): Parent Involvement:

Parents and district staff will work jointly to enhance the quality and effectiveness of our schools.

(3B): Community & Business Partnerships:

The district will establish and administer comprehensive school-business and school-community partnership programs.

(3C): Communications:

Communication among district employees, students, parents and the community at-large will be accurate, consistent, timely, effective and interactive.

GOAL (4): Finance:

The financing of education in Cypress-Fairbanks ISD will be equitable and adequate for all students and will reflect fiscal responsibility in budget planning.

II. GENERAL INFORMATION

WHO CAN HELP YOU?

NOTE: All phone numbers have a 281 prefix

Benefits – See Insurance		
Certification/Testing:	Timothy Rocka.....	897-4099
District Policies/Procedures:	Cheryl Salyards	897-4041
Employment/Interviews:		
Admin./Professional	Dawn Triska.....	517-2680
Teacher	Andrea Kuntz/Norma Melendez/Brenda Lozano/ James Baker...	897-4050
Paraprofessional.....	David Villareal.....	807-8963
Non-contract – Maintenance/Operations	Scott LeDoux	807-8946
Non-contract – Transportation	Bill Powell, Falcon Transportation Center	517-2186
Non-contract – Food Service	Julio Mendez, Food Production Center	517-4548
Exit Interview (Admin./Professional)	Dawn Triska	517-2680
Grievances:		
Student	Deborah Stewart	897-4060
Personnel	Teresa Hull.....	897-4162
Insurance		
Professional/Paraprofessional	Payroll Department.....	897-4138
Property and Casualty Losses.....	Insurance Department.....	897-4339
Non-Contract	Payroll Department.....	897-4747
Annuities	Payroll Department.....	517-6050
COBRA & FML.....	Insurance Department.....	807-8650
Worker’s Compensation	Insurance Department.....	897-4135
Leave of Absence:		
Professional Sick Leave (FML)	Timothy Rocka.....	897-4099
Professional Temporary Disability	Timothy Rocka	897-4099
Paraprofessional Sick Leave (FML).....	Timothy Rocka.....	897-4099
Paraprofessional Temporary Disability.....	Timothy Rocka.....	897-4099
Hourly Sick Leave (FML).....	Timothy Rocka.....	987-4396
Hourly Temporary Disability.....	Timothy Rocka.....	897-4396
Bereavement	Teresa Hull.....	897-4162
Professional/Military.....	Timothy Rocka	897-4162
Media/Communications:	Kelli Durham	807-8939
Personnel File:		
Professional	Timothy Rocka.....	897-4099
Paraprofessional/Non-Contract Hourly	Janet K. Price.....	897-4033
Professional Development:		
Professional.....	Linda Merrell.....	897-4069
Paraprofessional	Janet K. Price... ..	897-4034
Professional Library:	Jessica M. Hughes	897-4141
Resignations/Separations:		
Contract – Professional	Teresa Hull.....	897-4162
Paraprofessional/Non-Contract Hourly	Janet K. Price	897-4033
Salary/Contracts:		
Professional	Timothy Rocka	897-4099
Paraprofessional/Non-Contract Hourly	Janet K. Price	897-4033
Payroll	Martha (Kay) Ross	897-4109
Service Records:		
Professional	Timothy Rocka.....	897-4099
Paraprofessional	Janet K. Price	897-4033
Substitute Office:	Karen Twitchell	897-4097
Texas Teacher Retirement:	Teresa Hull	897-4162
Transfer Procedures:		
Professional	Teresa Hull	897-4162
Paraprofessional	Janet K. Price	897-4033
Student Campus	Marge Martindale	897-3879

DISTRICT EMERGENCY PROCEDURES

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

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

Television:

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

Radio Stations:

FM 93 (KKBQ), FM 97.9 (KBXX), FM 99.1 (KODA), FM 100.3 (KILT),
FM 102.1 (KMJQ), FM 102.0 (KLTN), FM 107.5 (KLDE),
AM 740 (KTRH), AM 950 (KPRC), and AM 1010 (KLAT)

**Information is also posted on Channel 16 (Cy-Fair TV)
and the district website www.cfid.net**

Employees are encouraged to monitor these TV and radio stations.

OFFICE LOCATIONS

Berry Educational Support Center

8877 Barker Cypress (281) 894-3900

Early Learning Center I

11711 Falcon Rd., Houston 77064 (281) 517-2824

Early Learning Center II

13935 Smokey Trail, Houston 77041 (713) 849-8220

Food Production Center

11355 Perry Road, Houston 77064 (281) 897-4535

Food Service Warehouse Annex

6615 Roxburgh #300, Houston 77040 (713) 849-8205

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

Reo Administration Annex

14103 Reo Street, Houston 77040 (713) 460-7825

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 (281) 463-5978

Falcon Transportation

11430 Falcon Road, Houston 77064 (281) 897-4380

Telge Transportation

11010 Telge Road, Houston 77040 (281) 897-4565

Eldridge Transportation

7600 North Eldridge, Houston 77041 (281) 955-4935

Windfern Administrative Annex & Distribution Center

12510 Windfern Road, Houston 77064 (281) 897-4150

SECURITY

11200 Telge Road (281) 517-2865
Cypress, Texas 77429

In case of an emergency call (281) 897-4337

WORK SCHEDULES
DISTRICT ADMINISTRATION

Central office administrators, directors, coordinators, supervisors, special education support staff, and secretaries are expected to work an eight-hour day, not including a 30-minute non-paid lunch break.

CAMPUS ADMINISTRATION

Campus principals, associate principals, assistant principals, directors of instruction, counselors, campus athletic coordinators, diagnosticians, secretaries, and technical assistants are expected to work an eight-hour day, not including a 30-minute non-paid lunch break. Campus administration schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed work an eight-hour day.

TEACHERS AND CAMPUS INSTRUCTIONAL SUPPORT PERSONNEL

Teachers, nurses, media specialists, speech pathologists, athletic trainers, clinic assistants, and instructional aides are expected to work an eight-hour day including a 30 minute duty free lunch break. For specific hours, refer to the following listing of schools.

SENIOR HIGH SCHOOLS

Cypress Creek High School

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

Mr. Jim Wells, Principal
Student Hours: 7:25 a.m. - 2:30 p.m.
Teacher Hours: 7:10 a.m. - 3:10 p.m.

Cypress Ranch High School

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

Ms. Darlene Medford, Principal
Student Hours: 7:25 a.m. – 2:30 p.m.
Teacher Hours: 7:05 a.m. – 3:05 p.m.

Cy-Fair High School

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

Mr. Michael Smith, Principal
Student Hours: 7:25 a.m. - 2:30 p.m.
Teacher Hours: 7:15 a.m. - 3:15 p.m.

Cypress Ridge High School

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

Mr. Claudio Garcia, Principal
Student Hours: 7:25 a.m. - 2:30 p.m.
Teacher Hours: 7:15 a.m. - 3:15 p.m.

Cypress Falls High School

9811 Huffmeister
Houston, Texas 77095
281-856-1000

Dr. Robert Worthy, Principal
Student Hours: 7:25 a.m. - 2:30 p.m.
Teacher Hours: 7:10 a.m. - 3:10 p.m.

Cypress Springs High School

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

Ms. Barbara Weiman, Principal
Student Hours: 7:25 a.m. - 2:30 p.m.
Teacher Hours: 7:10 a.m. - 3:10 p.m.

Cypress Lakes High School

5750 Greenhouses Road
Katy, TX 77449
281-856-3800

Ms. Sarah Harty, Principal
Student Hours: 7:25 a.m. – 2:30 p.m.
Teacher Hours: 7:05 a.m. – 3:05 p.m.

Cypress Woods High School

16825 Spring Cypress Road
Cypress, TX 77429
281-213-1727

Ms. Sue McGown
Student Hours: 7:25 a.m. – 2:30 p.m.
Teacher Hours: 7:10 a.m. – 3:10 p.m.

HIGH SCHOOLS, continued

Jersey Village High School

7600 Solomon Street

Houston, Texas 77040

713-896-3400

Mr. Ralph Funk, Principal

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

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

Langham Creek High School

17610 FM 529

Houston, Texas 77095

281-463-5400

Mr. Tom Strother, Principal

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

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

MIDDLE SCHOOLS

Aragon Middle School

16823 West Road

Houston, Texas 77095

281-856-5100

Ms. Jill Smith, Principal

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

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

Dean Middle School

14104 Reo Street

Houston, Texas 77040

713-460-6153

Mr. Christopher Hecker, Principal

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

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

Arnold Middle School

11111 Telge Road

Cypress, Texas 77429

281-897-4700

Ms. Susan Higgins, Principal

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

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

Goodson Middle School

17333 Huffmeister

Houston, Texas 77429

281-373-2350

Ms. Phyllis Hamilton, Principal

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

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

Bleyl Middle School

10800 Mills Road

Houston, Texas 77070

281-897-4340

Ms. Barbara Crook, Principal

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

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

Hamilton Middle School

12330 Kluge Road

Cypress, Texas 77429

281-320-7000

Ms. Ify Ogwumike, Principal

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

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

Campbell Middle School

11415 Bobcat Road

Houston, Texas 77064

281-897-4300

Dr. Robert Hatcher, Principal

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

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

Hopper Middle School

7811 Fry Road

Cypress, TX 77433

281-463-5353

Dr. Robert Borneman

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

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

Cook Middle School

9111 Wheatland

Houston, Texas 77064

281-897-4400

Ms. Sherma Duck, Principal

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

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

Kahla Middle School

16212 West Little York

Houston, TX 77084

281-345-3260

Mr. Marvin Webster, Principal

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

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

MIDDLE SCHOOLS, continued

Labay Middle School

15435 Willow River
Houston, Texas 77095

281-463-5800

Dr. Cheryl Johns, Principal

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

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

Spillane Middle School

17500 Jarvis Road
Cypress, TX 77429

281-213-1645

Mr. Gary Kinninger, Principal

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

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

Thornton Middle School

19802 Keith Harrow Boulevard
Katy, Texas 77449

281-856-1500

Mr. Mark McCord, Principal

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

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

Truitt Middle School

6600 Addicks Satsuma Road
Houston, Texas 77084

281-856-1100

Mr. Robert Hull, Principal

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

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

Watkins Middle School

4800 Cairnvillage
Houston, Texas 77084

281-463-5850

Mr. Jose Martinez, Principal

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

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

SPECIAL ASSIGNMENT CAMPUSES

Adaptive Behavior Center

12508 Windfern Road
Houston, Texas 77064

281-897-4174

Ms. Maybelline Carpenter, Director

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

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

Alternative Learning Center

12508 Windfern Road
Houston, Texas 77064

281-897-4171

Ms. Laurie Snyder, Principal

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

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

Carlton Pre-Vocational Center

16825 Spring Cypress Road
Cypress, Texas 77429

281-213-1950

Ms. Rhonda Turns, Director

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

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

Windfern High School

12630 Windfern Road
Houston, Texas 77064

281-807-8684

Ms. Martha Strother, Principal

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

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

ELEMENTARY SCHOOLS

Adam Elementary School

11303 Honeygrove
Houston, Texas 77065

281-897-4485

Ms. Elizabeth May, Principal

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

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

Andre Elementary School

8111 Fry Road
Cypress, TX 77433

281-463-5500

Ms. Marilyn Fredell, Principal

Student Hours: 8:45 – 3:45

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Ault Elementary School

21010 Maple Village Drive
Cypress, Texas 77429

281-373-2800

Ms. Donna Guthrie, Principal

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

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

Bane Elementary School

5805 Kaiser
Houston, Tx 77040

713-460-6140

Ms. Virginia Marez, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:05 a.m. – 4:05 p.m.

Bang Elementary School

8900 Rio Grande
Houston, Texas 77064

281-897-4760

Ms. Cindy Barclift, Principal

Student Hours: 8:10 a.m. – 3:10 p.m.

Teacher Hours: 7:30 a.m. – 3:30 p.m.

Birkes Elementary School

8500 Queenston Boulevard
Houston, Texas 77095

281/345-3300

Ms. Carla Brosnahan, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Black Elementary School

14155 Grant Road
Cypress, Texas 77429

281-320-7145

Ms. Lillian Chastain, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Copeland Elementary School

18018 Forest Heights Drive
Houston, Texas 77095

281-856-1400

Ms. Linda Jefferson, Principal

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

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

Danish Elementary School

11850 Fallbrook
Houston, TX 77065

281-955-4981

Ms. Sandra Oliver, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Duryea Elementary School

20150 Arbor Creek Drive
Katy, Texas 77449

281-856-5174

Ms. Deborah Harbin, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Emmott Elementary School

11750 Steepleway Boulevard
Houston, Texas 77065

281-897-4500

Ms. Mary Ann Smith, Principal

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

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

Farney Elementary School

14425 Barker Cypress
Cypress, Texas 77429

281-373-2850

Ms. Beth Coleman, Principal

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

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

Fiest Elementary School

8425 Pine Falls
Houston, Texas 77095

281-463-5838

Ms. Ronda Rickett, Principal

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

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

Francone Elementary School

11250 Perry Road
Houston, Texas 77064

281-897-4512

Ms. Sue Romanowsky, Principal

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

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

ELEMENTARY SCHOOLS, continued

Frazier Elementary School

8300 Little River Road
Houston, Texas 77064

713-896-3475

Mr. Jeffrey Lacoke, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Gleason Elementary School

9203 Willowbridge Park Blvd.
Houston, TX 77064

281-517-6800

Ms. Sandra McNeely, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Hairgrove Elementary School

7120 N. Eldridge Parkway
Houston, Texas 77041

713-896-5015

Ms. Lesa Cain, Principal

Student Hours: 8:10 a.m. – 3:10 p.m.

Teacher Hours: 7:30 a.m. – 3:30 p.m.

Hamilton Elementary School

12050 Kluge Road
Cypress, Texas 77429

281-370-0990

Ms. Catherine Bauer, Principal

Student Hours: 8:50 a.m. – 3:50 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Hancock Elementary School

13801 Schroeder Road
Houston, Texas 77070

281-897-4523

Ms. Luanne Shaffer, Principal

Student Hours: 8:10 a.m. – 3:10 p.m.

Teacher Hours: 7:30 a.m. – 3:30 p.m.

Hemmenway Elementary School

20400 West Little York
Katy, TX 77449

281-856-9870

Ms. Rhonda Frewin, Principal

Student Hours: 8:50 a.m. – 3:50 p.m.

Teacher Hours: 8:10 a.m. – 4:10 p.m.

Holbrook Elementary School

6402 Langfield Road
Houston, Texas 77092

713-460-6151

Mr. Howard Diacon, Principal

Student Hours: 8:10 a.m. – 3:10 p.m.

Teacher Hours: 7:30 a.m. – 3:30 p.m.

Holmsley Elementary School

7315 Hudson Oak Drive
Houston, TX 77095

281-463-5885

Ms. Christina Cole, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Horne Elementary School

14950 W. Little York Road
Houston, Texas 77084

281-463-5954

Ms. Janna Barnhart, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Jowell Elementary School

6355 Greenhouse Road
Katy, Texas 77449

281-463-5966

Ms. Julie Manuel, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:05 a.m. – 4:05 p.m.

Keith Elementary School

20550 Fairfield Green
Cypress, Texas 77429

281-213-1744

Ms. Patti Mooney, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Kirk Elementary School

12421 Tanner Road
Houston, TX 77041

713-849-8250

Mr. Douglas Ogilvie, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Lamkin Elementary School

11521 Telge Road
Houston, Texas 77070

281-897-4450

Ms. Gale Parker, Principal

Student Hours: 8:50 a.m. – 3:50 p.m.

Teacher Hours: 8:05 a.m. – 4:05 p.m.

Lee Elementary School

12900 West Little York
Houston, TX 77084

713-849-8281

Ms. Barbara Fine, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

ELEMENTARY SCHOOLS, continued

Lieder Elementary School

17003 Keith Harrow Boulevard
Houston, Texas 77084

281-463-5928

Ms. Missy Edgerton, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Lowery Elementary School

15950 Ridge Park
Houston, Texas 77095

281-463-5900

Ms. Brenda Trial, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Matzke Elementary School

13102 Jones Road
Houston, Texas 77070

281-897-4450

Ms. Anne Odum, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

McFee Elementary School

19315 Plantation Cove Lane
Katy, TX 77449

281-463-5380

Ms. Donna Teel Harden, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Metcalfe Elementary School

6100 Queenston
Houston, Texas 77084

281-856-1152

Mr. John Steward, Principal

Student Hours: 8:10 a.m. – 3:10 p.m.

Teacher Hours: 7:30 a.m. – 3:30 p.m.

Millsap Elementary School

12424 Huffmeister
Cypress, Texas 77429

281-897-4470

Ms. Jodi Matteson, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:05 a.m. – 4:05 p.m.

Moore Elementary School

13734 Lakewood Forest Drive
Houston, Texas 77070

281-370-4040

Ms. Laura Harman, Principal

Student Hours: 8:10 a.m. – 3:10 p.m.

Teacher Hours: 7:30 a.m. – 3:30 p.m.

Owens Elementary School

7939 Jack Rabbit Road
Houston, Texas 77095

281-463-5915

Ms. Laura Barrett, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Post Elementary School

7600 Equador
Houston, Texas 77040

713-896-3488

Ms. Missy Kilday, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Postma Elementary School

18425 West Road
Houston, Texas 77095

281-34503660

Ms. Kim Freed, Principal

Student Hours: 8:45 a.m. – 3:45 p.m.

Teacher Hours: 8:05 a.m. – 4:05 p.m.

Reed Elementary School

8700 Tami Renee Lane
Houston, Texas 77040

713-896-5035

Ms. Leslie Thomas, Principal

Student Hours: 8:10 a.m. – 3:10 p.m.

Teacher Hours: 7:40 a.m. – 3:40 p.m.

Robinson Elementary School

4321 Westfield Village Drive
Katy, TX 77449

281-855-1240

Ms. Kathleen Dickson, Principal

Student Hours: 8:50 a.m. – 3:50 p.m.

Teacher Hours: 8:00 a.m. – 4:00 p.m.

Robison Elementary School

13600 Skinner Road
Cypress, Texas 77429

281-213-1700

Mr. Dan McIlduff, Principal

Student Hours: 8:50 a.m. – 3:50 p.m.

Teacher Hours: 8:05 a.m. – 4:05 p.m.

Sampson Elementary School

16002 Coles Crossing Drive
Cypress, Texas 77429

281-213-1600

Ms. Cindy O'Brien, Principal

Student Hours: 8:10 a.m. – 3:10 p.m.

Teacher Hours: 7:30 a.m. – 3:30 p.m.

ELEMENTARY SCHOOLS, continued

Sheridan Elementary School

19790 Keith Harrow Boulevard
Katy, Texas 77449

281-856-1420

Ms. Anne Wilcox, Principal

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

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

Tipps Elementary School

5611 Queenston Boulevard
Houston, Texas 77084

281-345-3350

Ms. Pamela Redd Principal

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

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

Walker Elementary School

6424 Settlers Village
Katy, Texas 77449

281-345-3200

Ms. Melissa Ehrhardt, Principal

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

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

Warner Elementary School

19545 Cypress North Houston
Cypress, TX 77433

281-213-1650

Mr. Mike Maness, Principal

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

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

Willbern Elementary School

10811 Goodspring Drive
Houston, Texas 77064

281-897-3820

Dr. Carrie Marz, Principal

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

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

Wilson Elementary School

18015 Keith Harrow Boulevard
Houston, Texas 77084

281-463-5941

Ms. Pam Link, Principal

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

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

Yeager Elementary School

13615 Champion Forest Drive
Houston, Texas 77069

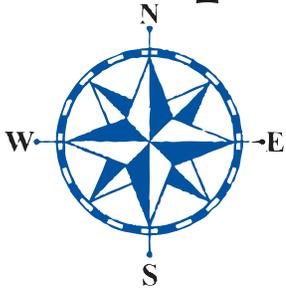
281-440-4914

Ms. Susan Brenz, Principal

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

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

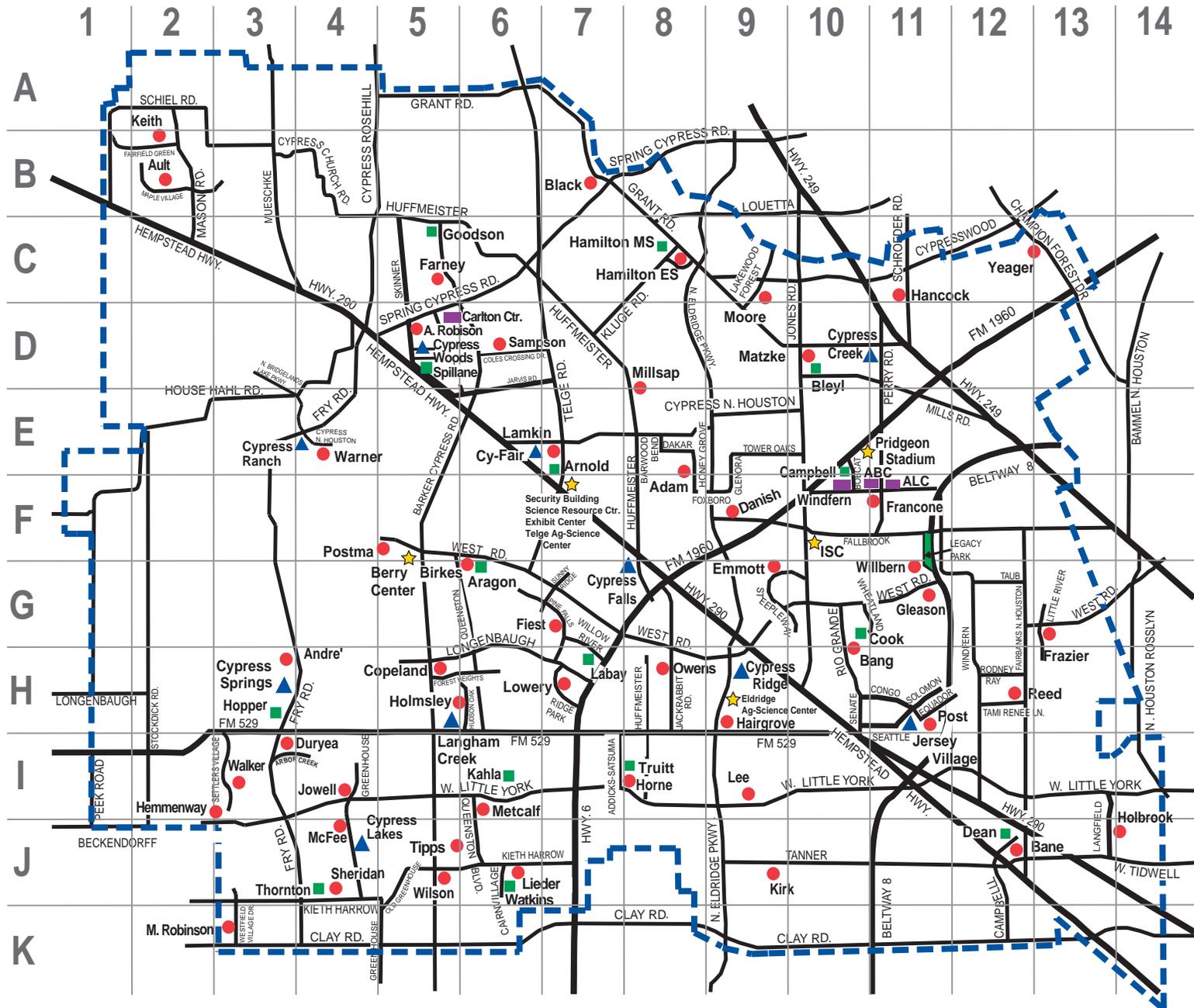
District Map



Cypress-Fairbanks ISD
 10300 Jones Road
 Houston, TX 77065
 281-897-4000

LEGEND

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



2008-2009 Campus Listing

HIGH SCHOOLS

School	Address	Phone	Hours
Cy-Fair	22602 Hempstead Hwy., Cypress 77429	2/897-4600	7:25 - 2:30
Cypress Creek	9815 Grant Rd., Houston 77070	2/897-4200	7:25 - 2:30
Cypress Falls	9811 Huffmeister Rd., Houston 77095	2/856-1000	7:25 - 2:30
Cypress Lakes	5750 Greenhouse Rd., Katy 77449	2/856-3800	7:25 - 2:30
Cypress Ranch	10700 Fry Rd., Cypress 77433	2/373-2300	7:25 - 2:30
Cypress Ridge	7900 N. Eldridge Pkwy., Houston 77041	2/807-8000	7:25 - 2:30
Cypress Springs	7909 Fry Rd., Cypress 77433	2/345-3000	7:25 - 2:30
Cypress Woods	16825 Spring Cypress Rd., Cypress 77429	2/213-1800	7:25 - 2:30
Jersey Village	7600 Solomon St., Houston 77040	7/896-3400	7:25 - 2:30
Langham Creek	17610 FM 529, Houston 77095	2/463-5400	7:25 - 2:30

MIDDLE SCHOOLS

School	Address	Phone	Hours
Aragon	16823 West Rd., Houston 77095	2/856-5100	8:15 - 3:15
Arnold	11111 Telge Rd., Cypress 77429	2/897-4700	8:15 - 3:15
Bleyl	10800 Mills Rd., Houston 77070	2/897-4340	7:30 - 2:30
Campbell	11415 Bobcat Rd., Houston 77064	2/897-4300	7:30 - 2:30
Cook	9111 Wheatland Dr., Houston 77064	2/897-4400	7:30 - 2:30
Dean	14104 Reo St., Houston 77040	7/460-6153	7:30 - 2:30
Goodson	17333 Huffmeister Rd., Cypress 77429	2/373-2350	7:30 - 2:30
Hamilton	12330 Kluge Rd., Cypress 77429	2/320-7000	8:15 - 3:15
Hopper	7811 Fry Rd., Cypress 77433	2/463-5353	8:15 - 3:15
Kahla	16212 West Little York Rd., Houston 77084	2/345-3260	8:10 - 3:10
Labay	15435 Willow River Dr., Houston 77095	2/463-5800	8:10 - 3:10
Spillane	17500 Jarvis Rd., Cypress 77429	2/213-1645	8:15 - 3:15
Thornton	19802 Kieth Harrow Blvd., Katy 77449	2/856-1500	7:30 - 2:30
Truitt	6600 Addicks Satsuma Rd., Houston 77084	2/856-1100	7:30 - 2:30
Watkins	4800 Cairnvillage St., Houston 77084	2/463-5850	7:30 - 2:30

SPECIAL PROGRAM FACILITIES

School/Facility	Address	Phone	Hours
Adaptive Behavior Ctr.	12508 Windfern Rd., Houston 77064	2/897-4174	7:25 - 2:30
Alternative Learning Ctr.	12508 Windfern Rd., Houston 77064	2/897-4171	7:25 - 2:30
Carlton Center	16825 Spring Cypress Rd., Cypress 77429	2/213-1950	7:25 - 2:30
Windfern High School	12630 Windfern Rd., Houston 77064	2/807-8684	8:10 - 2:30

DISTRICT FACILITIES

Facility	Address	Phone
Berry Center and Stadium	8877 Barker Cypress Rd., Cypress 77433	2/894-3900
Eldridge Ag-Science Ctr.	7600 N. Eldridge Pkwy., Houston 77041	---
Exhibit Center	11206 Telge Rd., Cypress 77429	2/897-4749
Instructional Support Ctr.	10300 Jones Rd., Houston 77065	2/897-4000
Pidgeon Stadium	11355 Falcon Rd., Houston 77065	2/897-4190
Science Resource Ctr.	11206 Telge Rd., Cypress 77429	2/897-4004
Security	11200 Telge Rd., Cypress 77429	2/897-4337
Telge Rd. Ag-Science Ctr.	11202 Telge Rd., Cypress 77429	---

TRANSPORTATION FACILITIES

School	Address	Phone
Barker-Cypress	17522-B Liner Ln., Houston 77095	2/463-5978
Eldridge	7600 N. Eldridge Pkwy., Houston 77041	2/955-4935
Falcon	11430 Falcon Rd., Houston 77064	2/897-4380
Telge	11010 Telge Rd., Cypress 77429	2/897-4565

ELEMENTARY SCHOOLS

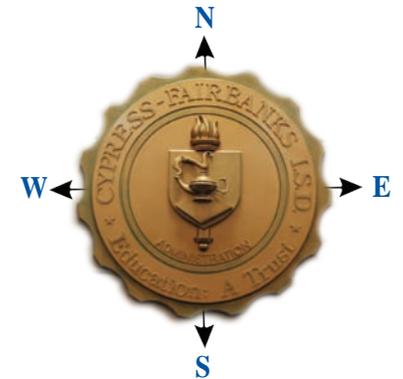
School	Address	Phone	Hours
Adam	11303 Honey Grove Ln., Houston 77065	2/897-4485	8:45 - 3:45
Andre'	8111 Fry Rd., Cypress 77433	2/463-5500	8:45 - 3:45
Ault	21010 Maple Village Dr., Cypress 77433	2/373-2800	8:10 - 3:10
Bane	5805 Kaiser St., Houston 77040	7/460-6140	8:45 - 3:45
Bang	8900 Rio Grande Dr., Houston 77064	2/897-4760	8:10 - 3:10
Birkes	8500 Queenston Blvd., Houston 77095	2/345-3300	8:45 - 3:45
Black	14155 Grant Rd., Cypress 77429	2/320-7145	8:45 - 3:45
Copeland	18018 Forest Heights Dr., Houston 77095	2/856-1400	8:10 - 3:10
Danish	11850 Fallbrook Dr., Houston 77065	2/955-4981	8:45 - 3:45
Duryea	20150 Arbor Creek Dr., Katy 77449	2/856-5174	8:45 - 3:45
Emmott	11750 Steepleway Blvd., Houston 77065	2/897-4500	8:10 - 3:10
Farney	14425 Barker Cypress Rd., Cypress 77429	2/373-2850	8:45 - 3:45
Fiest	8425 Pine Falls Dr., Houston 77095	2/463-5838	8:10 - 3:10
Francone	11250 Perry Rd., Houston 77064	2/897-4512	8:45 - 3:45
Frazier	8300 Little River Rd., Houston 77064	7/896-3475	8:45 - 3:45
Gleason	9203 Willowbridge Park Blvd., Houston 77064	2/517-6800	8:45 - 3:45
Hairgrove	7120 N. Eldridge Pkwy., Houston 77041	7/896-5015	8:10 - 3:10
Hamilton	12050 Kluge Rd., Cypress 77429	2/370-0990	8:50 - 3:50
Hancock	13801 Schroeder Rd., Houston 77070	2/897-4523	8:10 - 3:10
Hemmenway	20400 West Little York Rd., Katy 77449	2/856-9870	8:50 - 3:50
Holbrook	6402 Langfield Rd., Houston 77092	7/460-6165	8:10 - 3:10
Holmsley	7315 Hudson Oak Dr., Houston 77095	2/463-5885	8:45 - 3:45
Horne	14950 West Little York Rd., Houston 77084	2/463-5954	8:45 - 3:45
Jowell	6355 Greenhouse Rd., Katy 77449	2/463-5966	8:45 - 3:45
Keith	20550 Fairfield Green, Cypress 77433	2/213-1744	8:45 - 3:45
Kirk	12421 Tanner Rd., Houston 77041	7/849-8250	8:45 - 3:45
Lamkin	11521 Telge Rd., Cypress 77429	2/897-4775	8:50 - 3:50
Lee	12900 West Little York Rd., Houston 77041	7/849-8281	8:45 - 3:45
Lieder	17003 Kieth Harrow Blvd., Houston 77084	2/463-5928	8:45 - 3:45
Lowery	15950 Ridge Park Dr., Houston 77095	2/463-5900	8:45 - 3:45
Matzke	13102 Jones Rd., Houston 77070	2/897-4450	8:45 - 3:45
McFee	19315 Plantation Cove Ln., Katy 77449	2/463-5380	8:45 - 3:45
Metcalf	6100 Queenston Blvd., Houston 77084	2/856-1152	8:10 - 3:10
Millsap	12424 Huffmeister Rd., Cypress 77429	2/897-4470	8:45 - 3:45
Moore	13734 Lakewood Forest Dr., Houston 77070	2/370-4040	8:10 - 3:10
Owens	7939 Jackrabbit Rd., Houston 77095	2/463-5915	8:45 - 3:45
Post	7600 Equador St., Houston 77040	7/896-3488	8:45 - 3:45
Postma	18425 West Rd., Cypress 77433	2/345-3660	8:45 - 3:45
Reed	8700 Tami Renee Ln., Houston 77040	7/896-5035	8:10 - 3:10
M. Robinson	4321 Westfield Village Dr., Katy 77449	2/855-1240	8:50 - 3:50
A. Robison	13600 Skinner Rd., Cypress 77429	2/213-1700	8:50 - 3:50
Sampson	16002 Coles Crossing Dr., Cypress 77429	2/213-1600	8:10 - 3:10
Sheridan	19790 Kieth Harrow Blvd., Katy 77449	2/856-1420	8:10 - 3:10
Tipps	5611 Queenston Blvd., Houston 77084	2/345-3350	8:45 - 3:45
Walker	6424 Settlers Village Dr., Katy 77449	2/345-3200	8:10 - 3:10
Warner	19545 Cypress N. Houston Rd., Cypress 77433	2/213-1650	8:45 - 3:45
Willbern	10811 Goodspring Dr., Houston 77064	2/897-3820	8:10 - 3:10
Wilson	18015 Kieth Harrow Blvd., Houston 77084	2/463-5941	8:45 - 3:45
Yeager	13615 Champion Forest Dr., Houston 77069	2/440-4914	8:45 - 3:45

For more
information,
log on to



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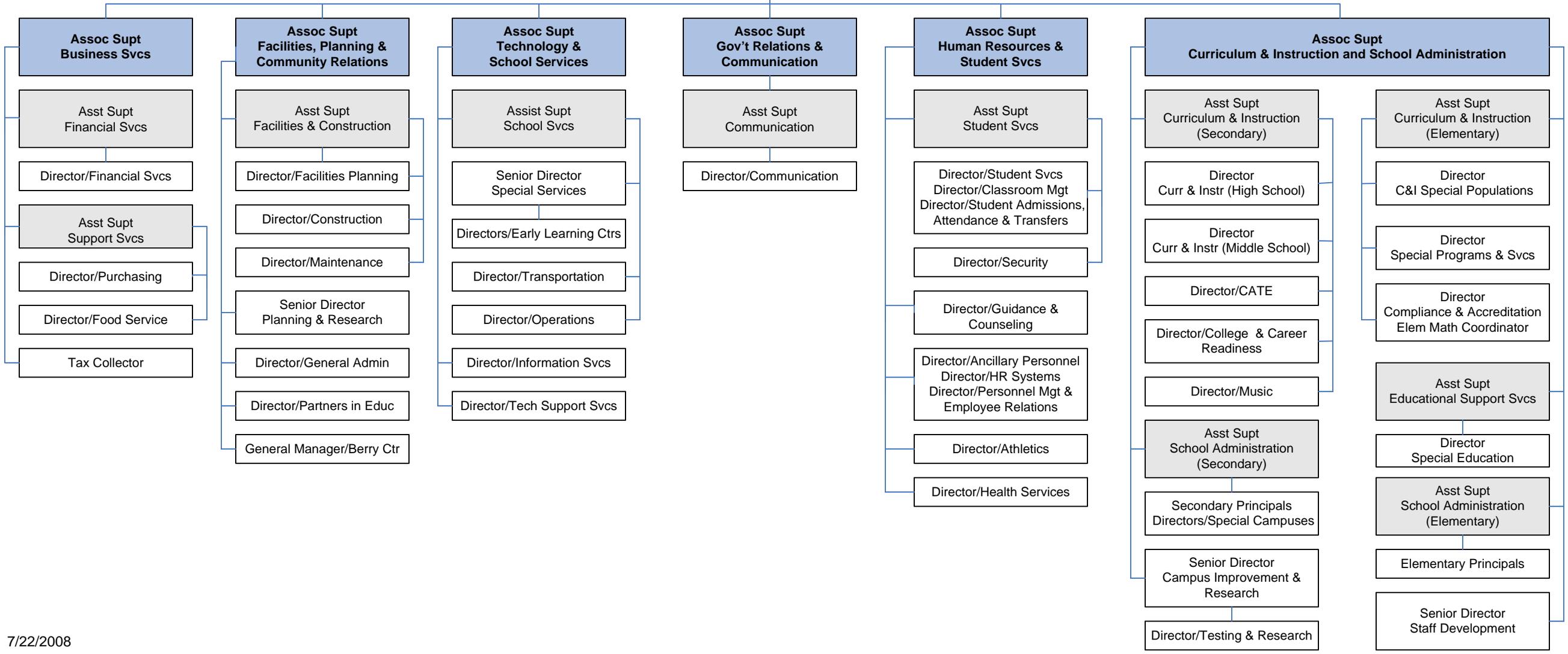
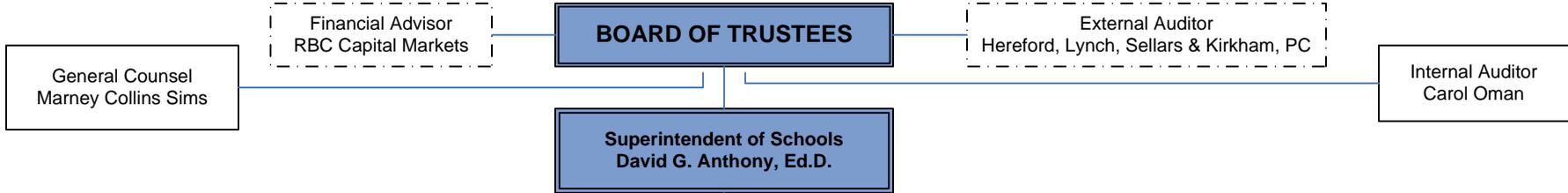
2008-2009 District Map and Campus Listing



Cypress-Fairbanks
Independent
School District

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

Organization by Departments



Cypress-Fairbanks I.S.D.

Important Dates

2008

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

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

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

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

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

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

2009

JANUARY						
S	M	T	W	T	F	S
				1	2	3
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FEBRUARY						
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JUNE						
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28	29	30				

Aug. 25	1st Day of School
Sept. 1	Student Holiday
Oct. 13	Professional Day
Nov. 4	Professional Day
Nov. 26-28	Student Holidays
Dec. 19	End of 1st Semester
Dec. 22-Jan. 5	Student Holidays
Jan. 5	Professional Day
Jan. 6	1st Day of 2nd Semester
Jan. 19	Student/Staff Holiday
Feb. 16	Professional Day
March 16-20	Student Holidays
April 10	Student Holiday
April 13	Professional Day
May 25	Student/Staff Holiday
June 3	Last Day of School
June 4	Professional Day

1st SEMESTER GRADING PERIODS	
1st Grading Period:	Aug. 25-Oct. 1 27 days
2nd Grading Period:	Oct. 2-Nov. 7 25 days
3rd Grading Period:	Nov. 10-Dec. 19 27 days
	79 days
2nd SEMESTER GRADING PERIODS	
4th Grading Period:	Jan. 6-Feb. 13 28 days
5th Grading Period:	Feb. 17-April 9 33 days
6th Grading Period:	April 14-June 3 36 days
	97 days

Inclement Weather Days:

Oct. 13
Jan. 19
April 13

Professional Development Days (Student Holidays)

Aug. 18-22
**Oct. 13
Nov. 4
Jan. 5
Feb. 16
April 13
June 4

**Professional Day for Secondary Teachers /
Parent Conferences for Elementary Teachers

LEGEND

-  STUDENT HOLIDAY
-  END/BEGIN GRADING CYCLE
-  PROFESSIONAL DAY
(Student Holiday)
-  FIRST & LAST DAY OF SCHOOL
-  PARENT CONFERENCES/
HOLIDAY FOR ALL STUDENTS/
PROFESSIONAL DAY

**DISTRICT FACILITIES CLOSED
250-DAY CONTRACT PERSONNEL**

2008 - 2009

Friday, July 4, 2008

Monday, September 1, 2008

Wednesday/Thursday/Friday, November 26, 27 & 28, 2008

Thursday/Friday/Wednesday, December 25, 26 & 31, 2008

Thursday/Friday, January 1 & 2, 2009

Monday, January 19, 2009

Friday, April 10, 2009

Monday, May 25, 2009

One hour early release dates for 8-hour employees:

Thursday, July 3, 2008

Monday/Tuesday/Wednesday, December 22, 23, & 24, 2008

Monday/Tuesday, December 29 & 30, 2008

III. EMPLOYEE RELATIONS



Cypress-Fairbanks Independent School District

*David Anthony, Ed.D.
Superintendent*

Dear Cypress-Fairbanks Employee:

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

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

Our district requests from each employee

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "David Anthony".

David Anthony, Ed.D.
Superintendent

EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

EMPLOYEE STANDARDS OF CONDUCT

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

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

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

Compliance with Laws and Policies

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

Safety Requirements

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

Dress and Grooming

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

Tobacco Use

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

Alcohol and Drugs

Cypress-Fairbanks Independent School District is a drug- and alcohol-free work environment. All employees shall adhere to the requirements of DHE (LOCAL), a copy of which may be found in Board policy. Additional information on alcohol and drugs, including the district's drug and alcohol testing procedures, can be located on page 46 of this Employee Handbook. An employee who uses a drug authorized by a licensed physician through a prescription specifically for that employee's use shall not be considered to have violated this policy.

Drug Free Workplace Requirements Notice

The district prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace. 41 U.S.C. 702(a) (1) (A); 28 TAC 169.2

The district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U. S. C. 702(a) (1) (A); 28 TAC 169.2

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the district, and referral to appropriate law enforcement officials for prosecution. [See policies at DH and DHE] 41 U. S.C. 702(a) (1) (A); 28 TAC 169.2

Compliance with these requirements and prohibitions is mandatory and is a condition of employment. As a further condition of employment, an employee shall notify the superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than

five days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the district shall notify the granting agency of the conviction. 41 U. S. C. 702(a) (1) (D), (EXHIBIT)

Within 30 calendar days of receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the district shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U. S. C. 703

[This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U. S. C. 702) and notice requirements imposed by the Texas Workers' Compensation Commission rules at 28 TAC 169.2.] DI (EXHIBIT)

Pagers, Phones in the Workplace

Cypress-Fairbanks ISD is committed to high standards in the workplace requiring the focus of all employees on contributing positively to the education of students. To maintain these high standards, employees may not use personal electronic communications devices (pagers, cellular phones) that interfere with his/her performance of job responsibilities. School district telephones are for district business; friends and relatives should be asked not to call unless there is an emergency.

Firearms Prohibited

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

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

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

Criminal Conduct

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

Obligation to Report Criminal Record

All district employees shall notify his/her principal or immediate supervisor within three 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, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code; (e) acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or, (f) acts constituting abuse 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. 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 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 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.

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 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.

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.

Conflict of Interest

The following standards of conduct shall apply to all employees of the district (see Board Policy DBD).

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, outside employment, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the district.
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 be required to file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative. (See Exhibit A of Board Policy DBD.)

4. An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities.
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 nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.
6. An employee shall not use his or her position with the district to attempt to sell products or services.
7. During the school year, an employee shall not privately tutor for pay a student that the employee also teaches or serves. Further, an employee must disclose in writing to his/her immediate supervisor any private tutoring of any other district students for pay. 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.
8. During the school year, an employee shall not provide private services, such as child or respite care, for pay for a student that the employee also teaches or serves. Further, an employee must disclose in writing to his/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.
9. An employee who is employed outside the district may sell personal goods or services to other district employees. However, the district employees receiving the personal goods or services must not be someone that the employee supervises or be the employee's supervisor whether directly or indirectly. In addition, the employee who sells goods or services must not use any district time or equipment for the outside employment.
10. A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions shall not solicit, accept, or agree to accept any benefit from a person the public servant knows is interested in or likely to become interested in any such transactions of the district.

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

"Illegal Gifts to Public Servants" does not apply to an item with a value of less than \$50, excluding cash or a negotiable instrument as described by Business and

Commerce Code 3.104. This exception does not apply to gifts from textbook or curriculum publishers.

11. An administrator or teacher commits a Class B misdemeanor offense if the administrator or teacher 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 a textbook; and,
 - could not be lawfully purchased with funds from the state textbook fund.

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

Violations of Employee Standards of Conduct

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

FINANCIAL ETHICS

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

Fraud and Financial Impropriety

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

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

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

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

Financial Controls and Oversight

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

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

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

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

Fraud Investigations

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

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

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

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

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

Analysis of Fraud

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

SEXUAL HARASSMENT

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

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

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

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

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

NOTICE OF EMPLOYEE RIGHTS

What is the district policy concerning sexual harassment?

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

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

What is sexual harassment?

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

What laws address sexual harassment?

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

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

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

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

What will happen once I file a report?

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

The supervisor will discuss the allegations with you to determine if the alleged actions and/or comments create a condition of granting a benefit upon the receipt of sexual favors from a

supervisor or punishes you for rejecting an offer ("quid pro quo"). If not, your supervisor will treat the allegation as a potential "hostile environment" matter and inquire as to whether or not you have indicated to the alleged harasser that the actions and/or comments are "unwelcome." In no instance will you be required to present the report or notice of "unwelcomeness" to the person who is the subject of your report.

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

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

What should I do if there is a recurrence or another type of sexual harassment involving the same person?

You will be expected to file a written complaint on the form DIA EXHIBIT B provided by the district as soon as possible. Normally, this should be filed within 15 workdays of the most recent event or series of events about which you are complaining. Once again, you are expected to file your complaint with your immediate supervisor unless that person is the subject of your complaint.

The supervisor to whom you have complained will hold a conference with you as soon as possible, but at the latest, within ten (10) workdays. Following the conference, the supervisor will have ten (10) workdays to provide a written response, unless the investigation takes longer to complete. You will be informed if there is a delay in the response.

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

The district provides a three-level complaint process. If you are not satisfied with the initial outcome, you may appeal to the superintendent or the superintendent's designee. The superintendent or designee will hold another conference with you and attempt to resolve the situation. If you still feel that the problem has not been solved, you may appeal to the Board of Trustees.

How will the district respond to claims of sexual harassment?

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

Will my complaint be confidential?

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

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
EMPLOYEE STANDARDS OF CONDUCT:

SEXUAL HARASSMENT/SEXUAL ABUSE
EMPLOYEE COMPLAINT FORM: LEVEL ONE

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

1. Name: _____ Address: _____
City/Zip: _____ Home Phone: _____

2. Position: _____ Campus/Work Site: _____

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

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

5. Please state the remedy sought: _____

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

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

Signature: _____ Date Submitted: _____

**EMPLOYEE STANDARDS OF CONDUCT:
SEXUAL HARASSMENT/SEXUAL ABUSE**

**EMPLOYEE-TO
EMPLOYEE**

Employees shall not engage in conduct constituting sexual harassment of other employees. [See DIA (EXHIBIT A)]

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

**COMPLAINT
PROCEDURE**

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

**INITIAL
INFORMAL
RESOLUTION
EFFORT**

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

Whether the employee reports the problem to the supervisor, principal, or Title IX coordinator (Assistant Superintendent for Secondary School Administration), the process will be the same. If the employee makes the report orally, the supervisor receiving the report will reduce it to writing and ask the employee to verify that it has been transcribed accurately. The supervisor will discuss the allegations with the employee making the report to determine if the alleged actions and/or comments create a condition of granting a benefit upon the receipt of sexual favors from a supervisor or of punishing the employee for rejecting an offer ("quid pro quo"). If not, the employee's supervisor will treat the allegation as a potential "hostile environment" matter and inquire as to whether or not the employee

reporting has indicated to the alleged harasser that the actions and/or comments are "unwelcome." In no instance will the employee reporting be required to present the report or notice of "unwelcomeness" to the person who is the subject of the report.

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

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

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

LEVEL ONE

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

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

LEVEL TWO

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

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

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

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

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

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

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

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

In considering and investigating allegations that an employee has sexually harassed or sexually abused a student [See DIA (LEGAL)], the investigation shall proceed from the presumption that the employee's

conduct was unwelcome. [See also FFH (LOCAL), which contains the complaint procedure for students alleging sexual harassment or sexual abuse by an employee.]

ATTENDANCE - ABSENCE FROM WORK

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.

If a contract/campus staff member is unable to report to work, he or she must notify the principal or designated administrator by **6:00 a.m.** at the secondary level or by **6:30 a.m.** at the elementary level. It is appropriate to call the evening before if an employee knows that he or she is going to be out.

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

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

NON-EXEMPT EMPLOYEE TIMEKEEPING RECORDS

All non-exempt employees, *i.e.*, those employees eligible to receive overtime compensation for work performed beyond 40 hours per week, are required to maintain an accurate record of time worked. Entries on the time record must reflect actual time worked. Supervisors are required to monitor and sign off on all time worked. Appropriate recordkeeping formats will be designated by the administration.

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. Saturday through 11:59 p.m. Friday. (Board Policy DEA (LOCAL))
- ◆ The method of compensation for overtime, *i.e.*, monetary payment or compensatory time will be determined by the appropriate administrator.
- ◆ 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 (this is secured in the human resources office); and,
- iv. the appropriate evaluation and certificate fee. (Payment of the required fee, established by the State Board for Educator Certification, may be handled through payroll deduction.)

c. Eligibility for emergency permit;

An employee who does not possess a valid Texas Teacher Certificate or out-of-state credential appropriate for the assignment must contact the Human Resources Office for information regarding an appropriate permit application to validate the assignment. An employee assigned on the basis of a permit is responsible for identifying and complying with permit requirements.

2. Official service records:

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

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

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

3. Official transcripts:

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

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

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

B. Paraprofessional Employees

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

C. Non-contract Hourly Employees

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

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

Maintenance and Access

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

A. Employee Access and Right to Information

Past or present employees of the district may inspect their personnel files during

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

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

B. Public Access to Employee Personnel Files

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

C. Disclosure of Employee Personal Information

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

Upon initial employment with the district, each employee will be required to declare in writing his/her preference on the disclosure of address, telephone number, and family member status. That decision will remain in place until changed in writing by the employee on the appropriate form available from the Office of Human Resources.

In the absence of a written request to withhold the information, personal information in the categories listed above will be released to the public if requested.

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

ALCOHOL AND DRUGS: EMPLOYEE REQUIREMENTS

It is the policy of the Cypress-Fairbanks Independent School District to provide a drug-free workplace. As a condition of employment, each employee shall abide by the terms of the district's policy respecting a 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. Furthermore, no employee engaged in work of the district shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. § 823), and as further defined by regulation of 21 C.F.R. § 1308.11 through 1309.15.

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 five (5) days after such conviction. This reporting requirement is in addition to all reporting requirements addressed at "Employee Standards of Conduct," pages 25-40.

Additionally, school bus drivers or other employees who must operate a district vehicle, operate

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

DRUG AND ALCOHOL TESTING – General Policy

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

Reasonable Suspicion Testing

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

Additional Testing

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

Finding of Drug or Alcohol Use and Disciplinary Action

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

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

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

Distribution of Policy

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

REQUIREMENTS AND RESTRICTIONS FOR PHYSICAL EXAMINATIONS

Required Physical Examinations

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

Communicable Diseases

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

Confirmation

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

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

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

Medical Factors

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

1. the nature of the risk, *i.e.*, how the disease is transmitted;
2. the duration of the risk, *i.e.*, how long the employee will be infectious;
3. the severity of the risk, *i.e.*, what is the potential harm to third parties;
4. the probabilities that the disease will be transmitted and will cause varying degrees of harm;

5. whether the employee's condition interferes with the performance of regular duties. This determination shall be made by a physician who has performed a medical examination of the employee.

Qualified Individuals with Disabilities

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

Exclusion from Work

An employee may be excluded from work if the superintendent or his/her designee, in accordance with this policy, determines that the employee poses a direct threat or risk of harm to other employees or students; the employee poses a direct threat to his/her own health by remaining on the job; or, the employee's physical or mental condition interferes with the performance of the essential functions and/or regular duties as specified in his/her job description.

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

Other Requirements

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

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

ASSIGNMENT OF EMPLOYEES AND NEPOTISM

Assignment

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

Campus/Site Assignments or Transfers

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

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

1. priority and number of transfers which have to be made for administrative reasons (boundary changes, new campuses, returns from leave, etc.);
2. available vacancies;
3. qualifications/certification of the requesting employee; and,
4. campus/worksites 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: Associate Superintendent for Human Resources (281/897-4162)

Contract paraprofessionals and 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 person shall be employed by the district who is related by blood relation within the third degree, or by marriage within the second degree, to any Board Member. See DBE (LEGAL) for specific conditions on employment of individuals related to Board Members. Additionally, no person shall be employed, given assurance of employment or recommended to the Board, who is related by blood relation within the third degree, or by marriage within the second degree, to any district employee serving in an administrative or supervisory capacity without prior consultation with the Board of Trustees. The same shall apply to any promotion after initial employment. (See DBE-E Exhibit)

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

Assignment of Related Employees

It is an accepted practice in the district that relatives should not supervise other family members. Family in this statement is construed to include: 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)] [Also see DBE LEGAL]

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.

Employment/Assignment of Relatives

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

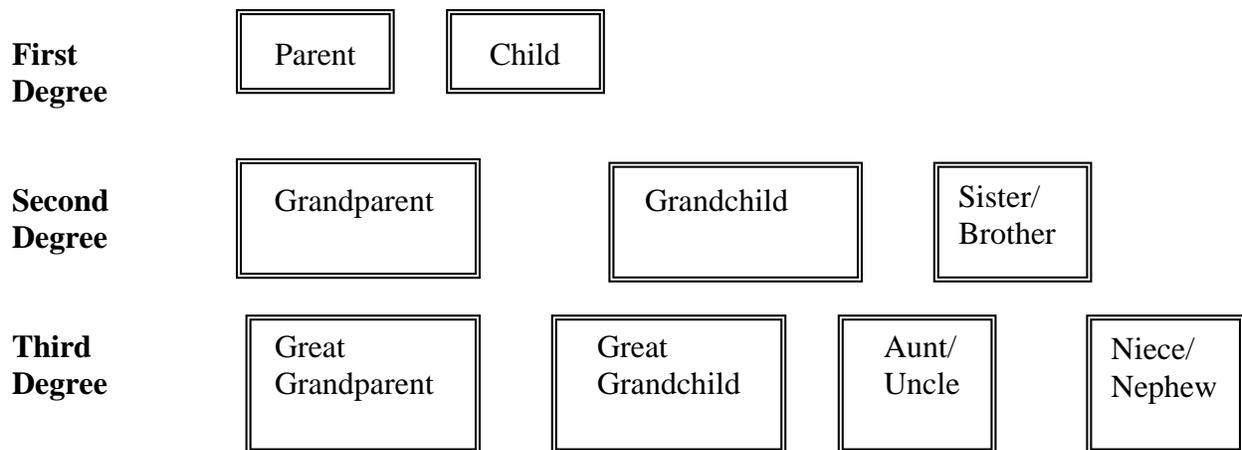
Supervising Related Employees

Relatives, as defined below, shall not supervise other family members. Family, as 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 DC (LOCAL)]

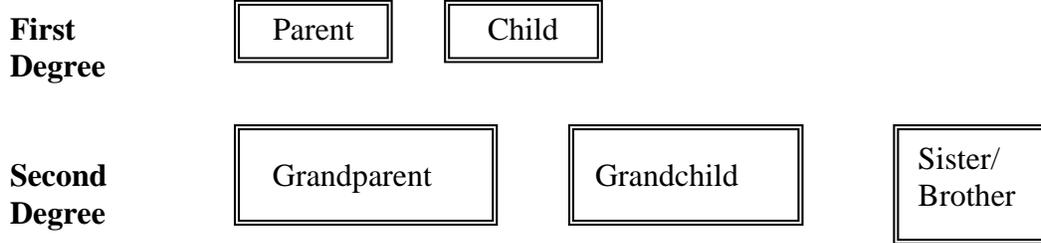
Current Employees

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

CONSANGUINITY
(Blood) Kinship



AFFINITY
(Marriage) Kinship



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

SUPPLEMENTAL DUTIES

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

WORK SCHEDULES

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

WORK MADE FOR HIRE

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

EMPLOYEE COMPLAINTS

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

Purpose

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

Informal Process

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

Formal Process

If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below 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.

Other Review Processes

Complaints arising from any of the following must be addressed through the local and statutory processes indicated below:

1. The proposed nonrenewal of a term contract issued under Chapter 21 of the Texas Education Code, in accordance with DFBB.
2. The proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Texas Education Code during the contract term, in accordance with DFAA, DFBA, or DFCA, respectively.

This policy shall apply to all other employee complaints.

"Whistleblower" Complaints

Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with LEVEL TWO, below. Time lines for the employee and the district set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint. [See DG]

Evaluations

Employees may present grievances regarding the evaluation process and shall receive a written response. Grievances involving solely the content of evaluations shall be concluded at the

superintendent level. The employee may present a concern involving the content of evaluations to the Board, but the Board shall not substitute its judgment on particular ratings for the professional judgment of a trained evaluator.

Notice to Employees

The principal of each campus and other supervisory personnel shall inform employees of this policy.

Specific Complaints

For more information on how to proceed with complaints regarding:

1. Alleged discrimination, including violations of Title IX or Section 504, see DAA.
2. Instructional materials, see EFA.
3. A commissioned peace officer who is an employee of the district, see CKE.

DEFINITIONS

For purposes of this policy, terms are defined as follows:

The terms “complaint” and “grievance” shall have the same meaning. A complaint under this policy may include:

1. Grievances concerning an employee’s wages, hours, or conditions of work;
2. Specific allegations of unlawful discrimination in employment based on the employee’s sex, race, religion, national origin, age or disability;
3. Specific allegations of unlawful discrimination or retaliation based on the employee’s exercise of legally protected rights; or
4. Specific allegations of adverse personnel action based on the employee’s good faith report to an appropriate law enforcement authority of a violation of a law by the district or a district employee, i.e., “whistleblower complaints.” [See DG]
5. Complaints arising from the dismissal or termination of an at-will employee. [See DCD]
6. complaints arising from the termination at end of year of the probationary contract of a professional employee. [See DFAA]

Filing

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

Response

At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U. S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U. S. Mail on the deadline and received by the employee or designated representative no more than three days after the response deadline.

Days

“Days” shall mean district business days. In calculating time lines under this policy, the day a document is filed is “day zero,” and all deadlines shall be determined by counting the following day as “day one.”

Representative

“Representative” means any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process. The employee may designate a representative through written notice to the district at any level of this process. If the employee designates a representative with fewer than three days’ notice to the district before a scheduled conference or hearing, the district may reschedule the conference or hearing to a later date, if desired, in order to include the district’s legal counsel.

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, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint Form

Complaints under 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 unless the employee did not know the documents existed before the Level One conference.

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

General Provisions

Complaints arising out of an event or series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the district may consolidate the complaints.

Freedom From Retaliation

Neither the Board nor the district employee shall unlawfully retaliate against an employee for bringing a complaint under this policy. [See DG (LEGAL)] Substantiated acts of retaliation will result in disciplinary action up to and including termination of employment.

Complaint Process

Level One

Complaint forms must be filed (1) within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; (2) with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other district employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent, 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 hold a conference with the employee within ten days after receipt of the written complaint. The administrator shall have ten days following the conference to provide the employee a written response.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision. The appeal notice must be filed in writing, on a form provided by the district, within ten days after receipt of a response or, if no response was received, within ten days of the response deadline at Level One. The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. At the conference, the Superintendent or designee shall consider only the issues and documents presented at Level One and identified in the Level Two appeal notice. The Superintendent or designee shall have ten days following the conference to provide the employee a written response.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board. The appeal notice must be filed in writing, on a form provided by the district, within ten days after receipt of a response or, if no response was received, within ten days of the response deadline at Level Two.

The Superintendent or designee shall inform the employee of the date, time and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board. The Superintendent or designee shall provide the Board with copies of the complaint form, all responses, all appeal notices, and all written documentation previously submitted by the employee or the administration. The Board shall consider only those issues and documents presented at the preceding level and identified in the appeal notice.

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

The presiding officer may set reasonable time limits and guidelines for the presentation. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board fails to reach a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

EMPLOYEE COMPLAINT FORM: LEVEL ONE

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

1. Name _____ Street Address _____

City/Zip _____ Home Phone _____

2. Position _____ Campus/Department _____

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

Name _____ Street Address _____

City/Zip _____ Telephone _____

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

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

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

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

8. With whom did you communicate? _____ On what date? _____

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

Employee Signature _____ Date of Filing _____

Complainant, please note:

A complaint form that is incomplete in any material way may be dismissed, but may be refiled with all the required information if the refiled is within the designated time for filing a complaint. Attach to this form any documents you believe will support the complaint; if unavailable when you submit this form, they may be presented no later than the Level One conference. Please keep a copy of the completed form and any supporting documentation for your records.

HAZARD COMMUNICATION ACT

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

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

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

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

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

Further information may be obtained from:

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

BLOODBORNE PATHOGEN PLAN UNIVERSAL PRECAUTIONS IN THE SCHOOL SETTING

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

1. **Handwashing**

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

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

Housekeeping

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

Do not pick up broken glass with bare hands.

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

3. Personal Protective Equipment

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

4. Sharps

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

5. General Rules

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

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

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

ASBESTOS ABATEMENT PROGRAM

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

These inspections are available for review through the principal's or administrator's office in each building during normal campus hours and days defined by the school calendar. A duplicate set of the same information is contained in the office of the Senior Director of Special Services and Safety, Martin Anding, who is located at 11430 Perry Road, Houston, Texas, telephone number 281/897-4065. The office of the Senior Director of Special Services and Safety 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 Martin Anding, Senior Director of Special Services and Safety, 11430 Perry Road, Houston, Texas, telephone number 281/897-4065

ELECTRONIC COMMUNICATION AND DATA MANAGEMENT

The Superintendent or designee will oversee the district's electronic communications system.

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 acceptable 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 Acceptable Use Guidelines regarding appropriate use of these resources.

The district will provide training in proper use of the system and will provide all users with copies of acceptable 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 web page under the district's control unless the district has received written consent from the student (and the student's parent if the student is a minor) or employee who created the work.

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

Filtering

A committee, chaired by the Associate Superintendent for Technology and School Services 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 recommendations to the Superintendent 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 acceptable 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 effect 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 Coordinator Responsibilities

The Associate Superintendent for Technology and School Services or designee for the district's electronic communications system (or campus designee) will:

1. be responsible for disseminating and enforcing applicable district policies and acceptable use guidelines for the district's system.
2. ensure that all users of the district's system annually complete and sign an agreement to abide by district policies and administrative regulations regarding such use. All such agreements will be maintained on file by the principal or supervisor.
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. Suspected violations of acceptable use by employees should be reported to the Assistant Superintendent for Human Resources. Suspected violations of acceptable 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.

The district may allow secure, web-based, student accounts to support instruction. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and campus administration.

District Web Site

The district will maintain a district web site 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 or designee. The Associate Superintendent for Technology and School Services 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.

Regarding student information published on a web site controlled by the district, see Exhibit A.

School Web Pages

Each school will have a website for the purpose of informing employees, students, parents, and members of the community of school news, events, information, and policies. The district will maintain the websites for elementary and middle schools. High school websites will be maintained by a web mastering class under guidelines established and controlled by the Associate Superintendent for Technology and School Services or designee and the Assistant Superintendent for Communication or designee.

Classroom, Teacher and Curriculum-based Web Pages

Campus administration may approve the use of district-authorized, private collaborative sites for communication of assignments, posting classwork and/or homework, and conducting extensions of classroom discussion. Students may access these private sites and post original work without parental consent.

Staff members who use public web hosting sites such as School Notes, myteacherweb, etc., do so with the understanding that they are representing themselves as employees of CFISD. It is important to keep the website up-to-date and free from erroneous or inappropriate material.

www.cfid.net is the official website for Cypress-Fairbanks ISD. Employees or students may not misrepresent the district by posting content to the web purporting to be the official website for the district.

Network Etiquette

System users 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. 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.
6. 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 Associate Superintendent for Technology and School Services or designee receives notice of student withdrawal or of revocation of system privileges, or on a future date if so specified in the notice.

Disclaimer

The district's system is provided on an "as is, as available" basis. The district does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability

and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The district does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error free, or that defects will be corrected.

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

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

Exhibit A

NETWORK/INTERNET ACCEPTABLE 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 acceptable use guidelines. All training in the use of the district's system will emphasize the ethical use of this resource.

Risk

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

Monitored Use

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

student electronic mail accounts. The district may allow secure, web-based, student accounts to support instruction. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and campus administration.

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 Acceptable Use Policy 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. 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.
5. 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 & Medical/Parent Authorization Form given to each student at the beginning of the school year.

Student Work:

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

Photographs:

Student photographs will be published on a cfisd.net web page only with parental permission. If a photograph of the student is included with the posting of the recognition and/or student work, only the first **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 and each campus have an authorized web site. Students, district employees, and community members are prohibited from authoring a private website, which represents itself as the official site for the district. For example, this would include but not be limited to, campus, club, and department sites.

Network Etiquette

Students are not provided district e-mail accounts and are prohibited from accessing unauthorized e-mail services while using district equipment. System users of e-mail or other communication messaging systems are expected to observe the following network etiquette. Be polite; messages typed in capital letters are the computer equivalent of shouting and are considered rude. Use appropriate language; swearing, vulgarity, ethnic or racial slurs, and any other inflammatory language are prohibited. Transmitting obscene messages or pictures is prohibited. Revealing personal addresses or phone numbers of the user or others is prohibited. 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 These activities are prohibited unless approved for educational purposes.

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

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

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

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

Security

Reporting Security Problems

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

Impersonation

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

Other Security Risks

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

Violations of Law

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

Consequences of Violations

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

COMPUTER SOFTWARE POLICY

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

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

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

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

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

DISCLAIMER

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

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

1. Cypress-Fairbanks ISD Board Policy CQ (LOCAL), CQ (Regulation) and Exhibit A 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 GroupWise) 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. E-mail 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 GroupWise 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: Teresa Hull
 POSITION: Associate Superintendent, Human Resources & Student Services
 ADDRESS: P.O. Box 692003, Houston, Texas 77269-2003
 TELEPHONE: 281-897-4162

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

Professional	Timothy Rocka	281-897-4099
Ancillary Personnel	Janet K. Price	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: Teresa Hull
 POSITION: Associate Superintendent, Human Resources & Student Services
 ADDRESS: P.O. Box 692003, Houston, Texas 77269-2003
 TELEPHONE: 281-807-8945

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: Nadine Fidler
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

Under the Texas Family Code § 261.101, a certified employee, including a teacher, counselor, nurse or administrator, is required to report to the Texas Department of Protective and Regulatory Services or other law enforcement agency suspected child abuse or neglect not later than the 48th hour after the employee first suspects that the child has been or may be abused or neglected. Failure to make such a report is a criminal offense under Texas Family Code § 261.109.

While the law specifically states that the professional employee may not delegate to or rely on another person to make such a report, professional employees in the district are invited to confer with the building principal/site administrator in making their reports. In no instance should such consultation with the principal/site administrator be allowed to substitute for a certified employee's obligation to report within the 48 hours required by law.

Reports can be made to the Texas Department of Protective and Regulatory Services "Child Abuse Hotline" by calling **1/800-252-5400**. Any individual reporting in good faith under this statute is protected by Texas Family Code from liability, and the report is considered by TDPRS as confidential.

The district encourages school personnel to cooperate fully with intake officers and caseworkers of Harris County Child Protective Services in all aspects of their investigations.

STUDENT CODE OF CONDUCT AND HANDBOOK

The Student Code of Conduct and Handbook is available online at www.cfisd.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.

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. 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 individual designated at the end of this notice.

USES AND DISCLOSURES

We may use and disclose your health information for treatment, payment, and healthcare operations. For example:

Treatment: We may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider.

Payment: We may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the district's health plan. We may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided.

Healthcare Operations: We may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. Such activities include, but are not

limited to, underwriting and other activities relating to the creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party “business associates” that perform various activities for us.

In addition to treatment, payment and health care operations purposes, we may use or disclose your protected health information for the following purposes:

Family and Representatives: We must disclose your protected health information to you, as described in the Patient Rights section of this notice. We may disclose your health information to a family member, friend or other person to the extent necessary for the proper provision or payment of healthcare.

Persons Involved in Your Care: We may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual’s location, general condition, or death. If you are present you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, we, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. We may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to pick up protected health information.

Required by Law: We may use or disclose protected health information to the extent that such use or disclosure is required by federal, state or local law and the use or disclosure complies with, and is limited to, the relevant requirements of such law.

Public Health Activities and Related Purposes: We may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, disability, or child abuse or neglect. We may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

Abuse or Neglect: We may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

Health Oversight Activities: With certain exceptions, we may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

Judicial and Administrative Proceedings: We may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

Law Enforcement Purposes: We may disclose your protected health information for a law enforcement purpose to a law enforcement official as required or permitted by law.

Workers' Compensation: We may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

Health and Safety: We may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

Plan Sponsor: We may disclose your protected health information to district officials as needed to fulfill our administrative responsibilities relating to the district's Health Care Plan.

National Security: We may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. We may also disclose to authorized federal officials health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.

INDIVIDUAL RIGHTS

Access: You have a right of access to inspect and obtain a copy of protected health information about you, with limited exceptions, for so long as we maintain the information. You may request the information in a format other than hard copies and we will comply with your request if practicable. You must make your written request for a copy to the contact person listed at the end of this notice. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and a summary of the health information if you request one. You may also request access by sending written notice to the contact person at the end of this notice. You have a right to request a review of certain denials of access.

Restriction: You have the right to request additional restrictions on the use and disclosure of your protected health information. We are not required to agree, but if we do, we are required to abide by the restriction. We must also accommodate reasonable written requests to receive communications of protected health information by alternative means or at alternative locations, if you clearly state that the disclosure of all or part of that information could endanger you.

Amendment: You have the right to request that we amend your protected health information. Your request must be in writing stating the reason for your request and must be provided to the

contact person listed at the end of this notice. We have the right to deny such requests under certain circumstances. If your request is denied, you have a right to submit a written statement disagreeing with the denial.

Accounting: You have a right to receive an accounting of disclosures of your protected health information made by us or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The request may be for disclosures in the six years prior to the date on which the accounting is requested, but not before April 14, 2003. The first request for an accounting is provided free of charge. Additional requests within a 12-month period will be charged a reasonable cost-based fee.

Authorization: The Plan will obtain your authorization for uses or disclosures that are not identified by this notice or permitted by applicable law. You may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

Electronic Notice: If you receive this notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this notice.

QUESTIONS AND COMPLAINTS

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

BECKY KNIGHT, ASSISTANT SUPERINTENDENT (281) 897- 4020
STUART SNOW, ASSOCIATE SUPERINTENDENT (281) 897-3856

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

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 ON-LINE ENROLLMENT IS REQUIRED FOR ALL NEWLY HIRED EMPLOYEES

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

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

Cypress-Fairbanks I.S.D. Website
www.cfisd.net
Departments
Insurance
Open - "Your Benefit Station" website

If you do not have Internet access you may come by the Payroll Department at 10300 Jones Road, Suite 328 and use their available kiosk machine for your enrollment. Their office hours are 7:30 – 4:30, Monday through Friday. Additionally, kiosk computers have been installed in every district facility for use by all employees. Ask your building and/or department secretary where they are located.

Accessing *benefitsCONNECT* On-Line Enrollment System

Review the benefit plan options and know your plan selections before accessing the *benefitsCONNECT* system. Review the “Employee Guide for On-Line Benefit Enrollment” (on the Insurance Department webpage at www.cfisd.net at 2007-08 New Hires) 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 Departments and select Insurance from the drop down menu. On the Insurance Department’s web page you can access ***benefitsCONNECT*** by clicking on the ***benefitsCONNECT*** icon.

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

Your initial **Password** is your social security number, with no dashes or spaces. With your first successful login to ***benefitsCONNECT*** you will be instructed to change your password.

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

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

ENROLLMENT PROCEDURES

Cypress-Fairbanks Independent School District provides a group medical insurance plan which allows several options from which employees may choose. The district provides at no cost to all full-time and part-time employees a Basic Life Insurance Plan (\$15,000 Life; \$15,000 Accidental Death and Dismemberment). It provides to all full-time employees, at no cost, a Hospital Indemnity Plan. In lieu of the Hospital Indemnity Plan, employees may select participation in one of two major medical insurance plans, the Open Access Plus Plan (a PPO type plan) or the Network Plan (an HMO type plan). The district pays a portion of the cost for the participant's coverage; the employee pays the balance of the employee coverage plus any additional dependent coverage through payroll deduction. Below are instructions for enrollment.

Enrollment Deadline: ALL NEW EMPLOYEE ENROLLMENTS MUST BE COMPLETED THROUGH THE *benefitsCONNECT* ON-LINE ENROLLMENT SYSTEM WITHIN **30 DAYS OF THE FIRST DAY OF PAID EMPLOYMENT.**

Enrollment: NEW EMPLOYEES' OPEN ELIGIBILITY PERIOD: The effective date of coverage for employees' medical insurance is the first day of the month following their first paid day of employment. If the on-line enrollment process is not completed within the enrollment deadline period, employees will be denied a plan selection. Full-time employees will be "defaulted" into the Hospital Indemnity Plan if their enrollment is not completed within 30 days of their first day of paid employment. Their next opportunity to enroll will be during the district's Annual Renewal Period in the summer for a September 1 effective date.

Part-Time Employees: Part-time employees who work at least fifteen (15) hours a week are eligible to participate in the Cy-Fair ISD OAP Plan or the Cy-Fair ISD Network Plan. Part-time employees are not eligible for the Hospital Indemnity Plan. 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. Part-time employees are also eligible to participate in the dental, supplemental life, disability and cancer insurance plans. All benefit premiums must be collectible from an employee's usual income. **If an employee's gross income is not sufficient to pay the cost of the benefit plans that have been selected, the benefits will be reduced or canceled. Income MUST be sufficient to cover all premiums through payroll deductions.**

Termination of Insurance Coverage upon Termination of Employment: All benefit insurance plans the employee is enrolled in will be terminated at the end of the month following

the termination of 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 August 31. Employees resigning during the summer are paid through June or July. The additional premiums needed to provide the added August coverage will be deducted from the resigning employees' final paychecks. 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, your unmarried, *dependent* child or grandchild from birth to age 25, and children of your covered dependent children. **A child is:** your biological child, your stepchild, your foster child, your adopted child, or a child placed for adoption with you; or any child who is related to you by blood or marriage who is primarily dependent on you for care and support, and lives with you in a parent/child relationship. You must show evidence that the child is a dependent on your federal income tax return.

A newborn, adopted, or foster child must be officially added to the employee's coverage to insure benefits coverage from the date of birth or placement. **An insurance plan change, officially adding the child, must be submitted by the employee to the district's Payroll Department within thirty-one (31) days of the child's birth or placement to ensure coverage. Proof of birth, adoption, or foster child placement in the home is required.** Coverage is retroactive to the date of birth or placement.

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.

Texas State House Bill 1440 – News about Dependent Children and Grandchildren

House Bill 1440 affects employees with unmarried, dependent children and/or dependent grandchildren. The law requires group health plans to make coverage available to unmarried, dependent children up to age 25, regardless of their student status. The district will no longer require evidence of full-time student status in order to continue your dependent child's coverage under the plan. However, evidence of full-time student status will be accepted to verify a child's dependency. **NOTE:** Evidence of dependency may be required at anytime a claim is incurred for a dependent child age 19 to 25.

Grandchildren also benefit from this law. Employees desiring to add unmarried, dependent grandchildren to their coverage may do so only after providing evidence of dependency. Children of an employee's unmarried, covered dependent child will continue to be eligible for coverage immediately from his or her date of birth. Other grandchildren must satisfy eligibility criteria as outlined below. However, once a grandchild is covered, the employee does not need to show evidence of continued dependency unless there is a break in coverage.

The district will use the Internal Revenue Service (IRS) dependency tests as a guideline to determine a child's or grandchild's eligibility for coverage under the district's group health plan. The tests are effectively the same that would be used to determine if the child is eligible to be claimed as a dependent exemption for income tax purposes. The tests may be found in the IRS Publication 501 found on their website, www.irs.gov.

Special Note: An employee may be required to verify compliance with all the criteria by signing a notarized affidavit attesting to the dependent status of a child. Additionally, an employee will be required to sign an IRS Form 8821, Tax Information Authorization form.

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, dental, disability, supplemental life, and cancer insurance) is deducted each pay period. **If an employee's gross income is not sufficient to pay the cost of the benefit plans that have been selected, the benefits will be reduced or canceled.**

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

Pre-Existing Condition Limitations: No pre-existing condition limitations or exclusions apply to the Cypress-Fairbanks ISD OAP Plan or to the Cy-Fair ISD Network Plan.

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

Claims: Claim forms for the Cy-Fair ISD OAP Plan, the PTRx Prescription Drug Reimbursement, the Hospital Indemnity Plan, the disability and cancer insurance plans, and the Indemnity Dental Plan are available on the CFISD Insurance Department webpage link for "Your Benefit Station."

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

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

Cy-Fair OAP Plan (CIGNA Healthcare OAP) (Customer Service) 1-800-244-6224
Visit www.cigna.com for additional information and network provider directories.

Cy-Fair Network Plan (CIGNA "Network" network) (Customer Service) 1-800-244-6224
Visit www.cigna.com for additional information and network provider directories.

Hospital Indemnity Plan (The district's Insurance and Payroll Departments) 281-897-3882
PTRX Pharmacy Plan (Customer Service) 1-877-469-7879
Visit www.ptrx.com for additional information.

Basic & Supplemental Life Insurance

First Harbor Group (Debora Taylor, Account Manager) dtaylor@firsharbor.com 281-807-8633

Dental Plans:

Assurant Indemnity Dental Plan (Ed Station, Agent) Estationins@aol.com 281-333-9792
Also (Audrey Ayers, Agent) audreyins@aol.com 281-333-9792

PrePaid Heritage DHMO Dental Plan (Ed Station, Agent) Estationins@aol.com 281-333-9792
 Also (Audrey Ayers, Agent) audreyins@aol.com 281-333-9792
 MSofA Dent-All -Discount Plan (Wes Ryan, Agent) wryaninsurance@hotmail.com 281-894-5080
 QCD of America (Member Services) www.qcdofamerica.com 1-800-229-0304 ext 20

Disability Insurance Plan

UNUM Disability Plan (Ed Station, Agent) Estationins@aol.com 281-333-9792
 Also (Audrey Ayers, Agent) audreyins@aol.com 281-333-9792

Cancer & Specified Disease Insurance

AIG (Nat'l Union Fire Insurance Co of PA) (Lou Moore, Agent) ritagmoore@yahoo.com 281-380-1488

Tax Deferred Investments

For the 403 (b) program call the district's Payroll Department (281-517-6050)
 For the list of TRS certified investment companies access the TRS website at www.trs.state.tx.us
 For the 457 plan contribution forms call the Finance Department at (281) 897-4020

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, supplemental life up to \$35,000, and cancer and dread disease plans are subtracted from the 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. Any changes desired at those times must be consistent with and on account of the change. Documentation of the "change of status event" must be received 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 Fort Dearborn Life Insurance Company, available to all qualified full-time and part-time employees. The benefit is effective the first day of paid employment. Benefit: \$15,000.00 life insurance with an additional \$15,000.00 accidental death and dismemberment (AD&D) insurance. **Beneficiary designation is made on the**

benefitsConnect on-line enrollment system. Information about Supplemental Life insurance, available for up to \$235,000 is under Optional Employee-Paid Benefits below.

Group Medical Insurance Plans

Employee Enrollment - Mandatory for all full-time (35 hours per week or more) employees.

A fulltime employee (35+ hours per week) will automatically be defaulted into the Hospital Indemnity Plan if an enrollment into one of the 2 major medical plans is not completed prior to the enrollment deadline.

Effective Date: First day of the month following the first day of paid employment.

Dependent Enrollment Eligibility Period: First 31 days of employment

Eligibility: All permanent full-time (35 hours a week) and part-time (15 hours a week minimum) employees

Anniversary Date: September 1 of each year

Annual Renewal Period: The month of July. Dependent coverage is available. Changes in coverage selection for Premium Only Plan participants (see above) are **only available** upon a qualifying event, as defined by IRS Code 125C, or at the plan's anniversary date, September 1, each year.

Following is a brief summary of each plan. For more comprehensive information about the district's group medical insurance plans see the *Medical Plan Summaries* at the Cy-Fair ISD Insurance Department webpage at www.cfisd.net/dept2/insur/egmi.htm.

Cy-Fair ISD Open Access Plus (OAP)

The plan is a major medical plan offering the option of using the services of a network of providers (physicians and hospitals who have agreed to provide their services and facilities at a reduced cost to plan participants). (See the *CIGNA HealthCare OAP Directory*; available through “Your Benefit Station” at the CFISD Insurance Department webpage at www.cfisd.net/dept2/insur/egmi.htm) The In-Network benefits feature \$25.00 primary care physician office visit copays, \$35.00 specialist physician office visit copays, a \$500.00 individual annual deductible, and 80%/20% co-insurance. Dependent coverage is available. By selecting this option, employees have complete freedom in choosing physicians and medical facilities whenever in need of care. If an employee chooses medical care providers Out-of-Network (outside of the Open Access Plus network of providers), deductibles (an additional \$1,500.00), co-insurance (50%/50% or 70%/30% depending on the type of provider), out-of-pocket expenses, etc. are higher.

Prescription Drug Benefit: Administered by PTRx, Inc. Retail copays for 30 day supply, Generic, \$10.00, and Brand, \$30.00; Home Delivery (mail order) copays for 90 day supply, Generic, \$0.00, and Brand, \$60.00.

Monthly Rate Coverage	NEW RATES 9/1/08 – 8/31/09	
	Full-Time (7+ hours day)	Part-Time (3-6 hours day)
Employee Only	\$104.00	\$ 104.00 (same as for full-time)
Employee & Child(ren)	230.00	293.00
Employee & Spouse	320.00	383.00
Employee & Family	550.00	653.00

Cy-Fair ISD Network Plan (a Health Maintenance Organization (HMO) type plan)

A membership option which provides pre-paid benefits through the CIGNA *Network Provider Network*. (See "Cigna *Network Provider Directory* ; available through "Your Benefit Station" at the CFISD Insurance Department webpage at www.cfisd.net/dept2/insur/egmi.htm). Specialist care arrangements **must be made by referral** from the primary care physician (PCP). Because medical services are paid for in advance, with additional co-payments of \$25.00 for PCP office visits, \$35.00 for specialists; \$500 for hospitalizations, no claim filing procedures are required. Dependent coverage is available.

Prescription Drug Benefit: Administered by PTRX, Inc. Retail copays for 30 day supply, Generic, \$10.00, and Brand, \$30.00; Home Delivery (mail order) copays for 90 day supply, Generic, \$0.00, and Brand, \$60.00

A Primary Care Physician (PCP) must be chosen and entered into the benefitsConnect system at time for each family member being enrolled.

Monthly Rate Coverage	Full-Time (7+ hours day)	Part-Time (3-6 hours day)
Employee Only	\$150.00	\$150.00 (same as for full-time)
Employee & Child(ren)	350.00	413.00
Employee & Spouse	420.00	483.00
Employee & Family	720.00	823.00

Hospital Indemnity Plan or Default Plan

A district paid cash indemnity plan provided as an alternative benefit available to those full-time employees who have major medical insurance elsewhere. The alternative benefit is a cash indemnity plan that will pay \$100.00 a day for each day confined in a hospital to a maximum payable benefit of \$1,000.00 per hospital confinement, regardless of any other insurance the employee may have. *No benefit will be paid for confinements of three (3) days or less.* The Hospital Indemnity Plan is provided at no cost to full-time employees only; no dependent coverage is available. By choosing the Hospital Indemnity Plan, the employee is declining major medical health insurance coverage. (See "Special Note for those Considering the Hospital Indemnity Plan" below.)

Monthly Rate Coverage	Full-Time (7+ hours day)	Part-Time (3-6 hours day)
Employee Only	\$ 0.00	Not Available

Claim Forms: Available at the Insurance Department webpage at www.cfisd.net at "Your Benefit Station" at Claim/Change Forms.

SPECIAL NOTE FOR THOSE CONSIDERING THE HOSPITAL INDEMNITY PLAN:

- All full-time employees considering enrolling in the Hospital Indemnity Plan should be fully aware of the following: **The Hospital Indemnity Plan is not medical insurance.** This plan is intended for those employees who have their major medical insurance needs covered by their spouse's employer's plan.
- Some employers **will not insure or will reduce their benefits for** a working spouse if that working spouse has declined his or her own employer's major medical coverage.

You are declining major medical insurance coverage by selecting the Hospital Indemnity Plan. You are strongly urged to consult your spouse's insurance administrator before making this selection.

- If you lose your other coverage through no fault of your own, you and your dependents may be eligible to enroll in a district health plan (the Cy-Fair I.S.D. PPO Plan or the Network Plan) if all of the following apply;
 - 1) you lost your coverage because of "qualified change in family status" and you present evidence of that change;
 - 2) you can also show evidence that you had other coverage when you initially enrolled, or subsequently remained enrolled in the Hospital Indemnity Plan during an annual enrollment period;
 - 3) you apply for coverage **within 30 days** of your loss of coverage.

*The coverage change will be retroactive to the first day of the month following the cancellation of the prior coverage. **You and your dependents will not have to show evidence of good health at the time of enrollment. No pre-existing condition limitations or exclusions apply to Cypress-Fairbanks ISD's medical insurance plans.***

(Your spouse's plan's Annual Enrollment Period benefit changes or premium rate increases **WILL NOT QUALIFY** you to change your Cy-Fair ISD plan selection)

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.

Supplemental Group Term Life

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 \$15,000 Life and AD&D benefit for up to \$235,000.

Underwritten by: Fort Dearborn Life Insurance Company

Agent: Debora Taylor, Account Manager 281-807-8633 or email dtaylor@firstarbor.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: The month of July

Anniversary Date: September 1 of each year

Forms Required: Evidence of Insurability for coverage greater than \$85,000.

Additional Highlights of the Plan:

- **Monthly Rates by Payroll Deduction** - determined by age as of September 1
- **Guarantee Issue up to \$85,000** (no health questions to answer) for those enrolled within 30 days of their initial eligibility 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 Privilege** is available if employment is terminated or eligibility ends for any reason.
- **Accelerated Death Benefit** of up to 50%, to a maximum of \$100,000, is available for the terminally ill employee with a life expectancy of 12 months or less.
- **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, 2009. Premium rate increases resulting from aging are effective September 1 of each year.
- **Pre-tax premiums for coverage up to \$35,000.** Premiums for coverage over \$35,000 will be split between pre-tax and taxable deductions. (i.e. Coverage of \$85,000 will have premiums for the first \$35,000 deducted from gross income on a pre-tax basis. The premiums for the remaining \$50,000 of coverage will be deducted after federal withholding taxes are deducted from gross income.)

Coverage greater than \$85,000 will require the employee to submit an Evidence of Insurability (EOI) form. The EOI questionnaire will have to be approved by the insurance company. Because the EOI form contains the applicant's personal and private health information the form needs to be printed from the benefitsConnect system and mailed to **First Harbor Group, Att: CFISD Life Enrollment, 8552 Katy Freeway, Suite 110, Houston, TX 77024.** DO NOT SEND THE EOI FORM TO THE PAYROLL DEPARTMENT.

Supplemental Life Insurance Monthly Premium Rates

AGE	PRE-TAX PREMIUMS		AFTER-TAX PREMIUMS							
	\$15,000	\$35,000	\$45,000	\$55,000	\$65,000	\$75,000	\$85,000	\$135,000	\$185,000	\$235,000
<35	\$0.54	\$1.24	\$1.58	\$1.94	\$2.28	\$2.64	\$2.98	\$4.74	\$6.48	\$8.24
35 TO 39	\$0.66	\$1.54	\$1.98	\$2.42	\$2.86	\$3.30	\$3.74	\$5.94	\$8.14	\$10.34
40 TO 44	\$1.32	\$3.06	\$3.92	\$4.80	\$5.66	\$6.54	\$7.40	\$11.76	\$16.10	\$20.46
45 TO 49	\$1.84	\$4.28	\$5.50	\$6.72	\$7.94	\$9.16	\$10.38	\$16.48	\$22.58	\$28.68
50 TO 54	\$3.02	\$7.04	\$9.06	\$11.06	\$13.08	\$15.08	\$17.10	\$27.14	\$37.20	\$47.24
55 TO 59	\$4.58	\$10.68	\$13.74	\$16.78	\$19.84	\$22.88	\$25.94	\$41.18	\$56.44	\$71.68
60 TO 64	\$7.98	\$18.60	\$23.90	\$29.22	\$34.52	\$39.84	\$45.14	\$71.70	\$98.24	\$124.80
65 TO 69	\$15.30	\$35.70	\$45.90	\$56.10	\$66.30	\$76.50	\$86.70	\$137.70	\$188.70	\$239.70
70 +	\$24.60	\$57.40	\$73.80	\$90.20	\$106.60	\$123.00	\$139.40	\$221.40	\$303.40	\$385.40
←---GUARANTEED ISSUE - NO HEALTH QUESTIONS TO ANSWER!-----> For newly hired employees only								EVIDENCE OF INSURABILITY REQUIRED		

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% 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: Unum Life Insurance Company of America

Agents: Ed Station, phone: (281) 333-9792; e-mail: Estationins@aol.com

Audrey Ayers, phone: (281) 333-9792; e-mail: audreyins@aol.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 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: The month of July

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) \$5.94 - \$338.25

Plan B (Pays to age 65 for injury disability; pays for 5 years for illness disability) \$5.32 - \$301.50

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 Dept 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 281-897-3882.

Cancer & Specified Disease Insurance

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees.

Underwritten by: National Union Fire Insurance Company of Pittsburgh, PA (an AIG 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: The month of July

Anniversary Date: September 1 of each year

Cancer & Dread Disease Plan Monthly Rates by Payroll Deduction

Dependent on benefit plan and options selected. \$34.22 - \$90.10

Dental Plans

Assurant Indemnity Dental Plan with Vision Discounts

Optional employee-paid benefit available to all employees working 15 or more hours a week.

Administered by: Assurant Benefits Insurance Co.

Plan Type: Dental insurance plan allowing **freedom to choose** your own dental providers; Optional Preferred Provider Organization (PPO) through Dental Health Alliance (DHA) if member wishes to utilize the provider network. Maximum plan year (September 1 – August 31) benefit is \$1,500; plan year deductible for Type II and III services is \$50.

Co-Insurance Percentage:

Type I (Preventive Dental Services) = 100% No waiting period for services

Type II (Basic Restorative Services) = 80% No waiting period for services

Type III (Major Dental Services) = 50% May require 6-24 months waiting period

Orthodontic Dental Services (Only for children under age 19) – Requires 24 month waiting period

Vision Benefits: Service discounts offered by VSP Access Plan.

Agent: Ed Station, phone: (281) 333-9792; e-mail: Estationins@aol.com

Audrey Ayers, phone: (281) 333-9792; e-mail: audreyins@aol.com

Effective Date: First day of the month following the first day of paid employment.

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

Annual Open Enrollment Period: The month of July

Anniversary Date: September 1 of each year

Current Monthly Rates by Payroll Deduction

Employee Only	\$ 32.70
Employee + 1 Dependent (1 child or a spouse)	69.48
Employee + Family (2 or more dependents)	98.24

Prepaid Heritage DHMO Dental Plan with Vision Discounts

Optional employee-paid benefit available to all employees working 15 or more hours a week.

Underwritten by: United Dental Care of Texas, an Assurant/Fortis Benefits Company

Plan Type: Pre-Paid dental plan with co-payment schedule for services received from **network dental providers.**

Vision Benefits: Service discounts offered by VSP Access Plan.

Agent: Ed Station, phone: (281) 333-9792; e-mail: Estationins@aol.com

Audrey Ayers, phone: (281) 333-9792; e-mail: audreyins@aol.com

Effective Date: First day of the month following the first day of paid employment.

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

Annual Open Enrollment Period: The month of July

Anniversary Date: September 1 of each year

Current Monthly Rates by Payroll Deduction

Employee Only	\$12.08
Employee + 1 Dependent (1 child or a spouse)	\$19.54
Employee + Family (2 or more dependents)	\$29.92

MSofA Dent-All with Vision Discounts Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees.

Provided by: MSofA Dent-All Plan, Inc.

Agent: Wes Ryan, phone: (281) 894-5080; e-mail: wryaninsurance@hotmail.com

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: The month of July

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.

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. (ie. *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: The month of July

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

TAX DEFERRED INVESTMENT PROGRAMS

Eligibility

All district employees, including substitutes and temporary workers, working a minimum of 15 hours a week are eligible to participate in the tax-deferred investment programs.

Enrollment Eligibility Period: Any time. There is no annual enrollment period restriction for tax deferred investments; you can start one at any time.

Payroll Contribution Start Date: The first of any month. All completed forms must be submitted no later than the first day of the month for the deduction to begin that month.

Cy-Fair ISD Retirement Plan (457 Plan)

Effective August, 2002, a tax deferred 457 plan, administered by **The Standard (formerly Invesmart)**, a district contracted third party administrator, was created. The plan can be started for as little as \$5.00 per paycheck. An employee may contribute up to \$15,500 for 2008. The 457 Plan offers approximately 10 funds in which to invest and its administrator provides assistance to help you determine your investor profile (risk tolerance). Additional information and enrollment forms are on the district's Insurance Department webpage at: <http://www.cfisd.net/dept2/insur/egmi.htm>. Enrollment packets are also available from the district's Finance Department, Instructional Support Center – North, Suite 231, or call 281-897-4020.

Contribution Limits

Contributions to the 457 Plan are mutually exclusive of the 403(b) Plans. This means an employee may contribute the maximum amount allowable by the Internal Revenue Code to both the 403(b) and the 457 Plans.

Tax Deferred Investments 403(b) and 403 (b)(7)

Under Section 403(b) and 403 (b)(7) of the Internal Revenue Code, public school employees may reduce their income tax liability by authorizing the district to pay part of their earned income into a TRS certified, tax deferred annuity or other qualified investment program intended to provide retirement income. An employee may contribute up to \$15,500 in 2008. Additional contributions may be allowed if the employee is 50 years old, or qualifies for a "catch-up" provision. The district's required Salary Reduction Agreement (revised 1/02), to be completed by the employee and his or her selected financial agent, may be obtained from the district's Insurance Department web page at: <http://www.cfisd.net/dept2/insur/egmi.htm> or from the Payroll Department (Instructional Support Center – North, Suite 328).

Special Notice: Effective June 1, 2002, only those companies approved and listed by Teacher Retirement System of Texas as qualified providers of Tax Deferred Investment products for public school employees will be eligible for payroll contributions.

The 80th Texas Legislature (2007) passed House Bill 2427, which expands the Teacher Retirement System (TRS) 403(b) responsibilities to include registration of qualified products. Beginning January 1, 2008, employees of Texas public and open enrollment charter schools may enter into new salary reduction agreements only for 403(b) products on the TRS registered product list.

The list of TRS certified investment companies and their registered products is available from the TRS website, www.trs.state.tx.us

Cypress-Fairbanks ISD DOES NOT hire or contract with any financial agent other than *Invesmart*, 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 plans, their sales representatives, agents, or investment counselors.

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: No pre-existing condition limitations or exclusions apply to the Cypress-Fairbanks ISD OAP Plan or to the Cypress-Fairbanks ISD Network Plan.

Health Plan Coverage Certifications: Every Cypress-Fairbanks employee and his or her dependent that loses coverage under a Cypress-Fairbanks ISD health plan will automatically be mailed a Certificate of Coverage along with their COBRA notification within 14 days of their termination of coverage date.

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 and dental benefits, group term life insurance (up to \$35,000), accidental death and dismemberment insurance, and the National Union Fire Insurance Company 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.

Change of Election: A participant may **ONLY CHANGE** a benefit election during the plan year in accordance with the following provisions:

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 with 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 Payroll Department for assistance **well in advance of the thirty-one (31) day deadline.** The new coverage will be effective retroactively to the qualifying event date or the first of the month following the qualifying event date, whichever is most appropriate for the qualifying event.

NOTE: *A change in health insurance plans, such as changing from the OAP Plan to the Network Plan, or the Indemnity Plan to the Network Plan, is never allowed mid-year except in the case of a "Special Enrollment Event" as described earlier in this section.* Health

insurance plan changes are only permitted at the plan's anniversary date, currently September 1 of each year.

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 two major medical insurance plans, Cypress-Fairbanks ISD OAP Plan (Cigna OAP provider network), and Cypress-Fairbanks ISD Network Plan (CIGNA *Network* provider network), currently provide coverages 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 & DENTAL 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.

An employee or an employee's dependent covered by a district health insurance plan (medical or dental), may extend coverage for a period of eighteen (18) months if the employee's/dependent's coverage is lost due to the occurrence of any of the following qualifying events and the employee or dependent is not covered by any other group health insurance plan:

- voluntary termination of employment (*i.e.* resignation or retirement);
- involuntary termination of employment (other than for gross misconduct);
- temporary disability leave; or
- reduction in work hours.

In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below). The employee and each covered dependent has an individual right to request COBRA coverage.

A covered dependent may elect COBRA coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following qualifying events:

- the employee's death;
- divorce or legal separation;
- the employee becomes eligible for Medicare;
- or the dependent child ceases to be dependent because of age, dependency status, or marriage.

The cost for this extended coverage is 102% of the total premium (the amount you and Cypress-Fairbanks ISD have been paying for health insurance coverage, plus a 2% administration charge). If the cost for COBRA coverage changes during your participation you will be notified of the new premium in writing prior to its due date.

The coverage may be terminated automatically if: (1) you fail to make a monthly premium payment, (2) obtain health coverage through a new employer, (3) Medicare coverage begins for a person benefiting from the extension; (4) a spouse remarries and becomes eligible for coverage under another group health plan; or, (5) the plan itself is terminated.

Both you and Cypress-Fairbanks Independent School District have responsibilities when certain events occur which qualify you for continued coverage. You or a covered dependent have the responsibility to inform Cypress-Fairbanks ISD of a divorce, legal separation, or a child losing dependent status under the group health plan **within sixty (60) days of the qualifying event.** Cypress-Fairbanks ISD will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants also have the responsibility of notifying the district if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

Legislative changes to COBRA coverage effective January 1, 1997.

Disability Extension - If you elect COBRA continuation coverage based on termination of employment or reduction of hours, and you become disabled (as determined by Social Security) anytime *within the first sixty (60) days of COBRA continuation coverage*, you and your covered family members may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. **To elect the eleven (11)-month extension, you must notify the Plan Administrator within sixty (60) days of the date Social Security determines that you or your family member is disabled and within the first eighteen (18) months of COBRA continuation coverage.** (The cost of COBRA coverage will increase from 102% to 150% of total premium during this additional eleven (11)-month extension period.)

Newborn and Adopted Children - If you are entitled to COBRA because you are a current or former employee of Cypress-Fairbanks ISD and a child is born to or adopted by you while you are on COBRA continuation coverage, you can enroll your new child for COBRA continuation coverage immediately. Also, your newborn or adopted child will attain "qualified beneficiary" status; in other words, he/she will have independent election rights and second qualifying event rights.

Pre-existing Condition Limitation - COBRA coverage may be terminated when you become covered under another group health plan, but only if the other plan does not contain an exclusion or limitation that affects a pre-existing condition you have. If you do become covered under another group health plan and are affected by a pre-existing condition limitation, COBRA coverage may be canceled as soon as that pre-existing condition limitation is satisfied due to the new plan's crediting toward the limitation any prior coverage you had.

If you have any questions about the COBRA law, need premium information, or need to report a qualifying event, please contact the Insurance Department, Instructional Support Center-North, (281) 807-8650.

RETIREMENT CHECKLIST

Employees are encouraged to read all TRS rules at www.trs.state.tx.us and to confer with TRS advisors to determine eligibility for retirement and method of calculation of benefits.

The following checklist is being shared to assist employees in taking the necessary steps at the appropriate times so that the retirement transition is made as easy as possible. All inquiries about prospective retirement will be dealt with in a confidential manner by the Human Resources, Payroll, and Insurance Departments.

- ⑦ If you are resigning your position with the intent to retire due to a serious health condition of your own or that of a family member, you should contact the Insurance Department before you officially resign to determine if you may be eligible for valuable benefits for which you have already paid. Benefits that may potentially be available to assist you include:
 - Paid time off (sick leave, overtime, vacation)
 - Temporary disability leave
 - Family Medical Leave
 - Disability insurance
 - Sick Leave Bank membership
- ⑦ If any of the benefits above are available to you, and qualify to be used, the district will help you coordinate your resignation with intent to retire to assure you receive the benefits you have earned. **Be sure to investigate your benefits BEFORE you officially resign. Once your resignation has been accepted by the Human Resources Department, it cannot be rescinded.**
- ⑦ Obtain a Teacher Retirement System of Texas (TRS) retirement booklet from the Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698 or 1-800-223-8778. The information may also be found at the TRS website www.trs.state.tx.us. Review the booklet closely to help you decide on the best options.
- ⑦ The TRS website also has videotapes on service credit and retirement planning. www.trs.state.tx.us
- ⑦ Read carefully "TRS News" that is delivered to eligible employees' homes. This mail-out has the regional presentation schedule and a registration form included. These sessions are a must for retiring employees.
- ⑦ TRS provides retirement counseling to prospective retirees by appointment. Employees are encouraged to take advantage of these individualized meetings. The two and one-half hour drive to the TRS office in Austin is well worth your time and effort. We encourage you to make an appointment to review your retirement benefits and options with an expert. **Make your appointment early.**
- ⑦ Request a TRS-18 form from TRS. Complete that form and submit it to TRS, and receive from TRS an actual estimate of your standard annual annuity.
- ⑦ Write directly to TRS or visit them personally at 1000 Red River Street, Austin, Texas

78701-2698, requesting appropriate forms from them at least six (6) months in advance of your planned retirement date. TRS will not furnish the TRS-18, TRS-30 and TRS-7 forms through a school district. The "Request for Estimate of Retirement Benefits" (TRS-18) should be completed as early as possible when considering the financial prospects of retirement, particularly the estimated annual annuity.

Questions are best answered by TRS; the hotline number is 1-800-223-8778.

Social Security questions may be answered by calling 1-800-772-1213 or 713-290-0660.

- ⑦ Return the form "Application for Service Retirement" (TRS-30) in a timely manner. Members must file the TRS-30 with TRS no later than the last day of the second calendar month following the month their retirement is effective. However, filing of the TRS-30 as early as possible is advisable considering the large number of applications processed by TRS.
- ⑦ Return the form "Notice of Final Deposit Before Retirement and School Official Certification of Salaries" (TRS-7) to the district's Payroll Department. It is advisable to deliver the TRS-7 to the Payroll Office in person 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 Payroll Department at least *two months prior* to their retirement date to determine when they will receive their final paycheck.

Employee benefit coverage will be maintained and premiums for health, dental, supplemental life and cancer insurance, and tax deferred 403(b) annuity and 457 plan contributions will be deducted from final paychecks as follows.

About Your Health Insurance: Prospective TRS retirees are advised to consult with TRS about enrollment eligibility if they are planning to enroll in the TRS-Care medical plan upon their retirement. The following is a direct re-print of a section of the "TRS-Care Highlights" publication copied from the TRS web site at www.trs.state.tx.us.

“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.”

Currently TRS-Care insurance premiums for retirees are more expensive than the district's for retirees under the age of 65 with no Medicare coverage, and their plan year and deductible year begin September 1 rather than January 1. 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 notifies the district's Payroll Department at least two (2) weeks before the final paycheck is issued of their request to have the insurance cancelled. If your final paycheck is to be issued May 31, June 30, or July 31, check with TRS-Care about their coverage and cost before requesting cancellation of your district medical insurance.

Unused Vacation Unused vacation days, if eligible, will be paid at the employee's daily rate.

Payment for Accumulated Sick Leave: All employees eligible to earn paid leave benefits shall be reimbursed for accrued, earned local leave, (old) state sick leave, and state personal leave if they are eligible to retire under the regulations of the Texas Teacher Retirement System and they turn in a letter of resignation stating their intent to retire.

For an employee whose local, (old) state sick, and state personal leave days have been accumulated on a less than full-day (seven hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is unreduced for early retirement under the Texas Teacher Retirement System Program.
2. All eligible employees will be contacted by Financial Services in order to schedule a meeting to complete paperwork.
3. Maximum benefits will only be paid to employees who have been employed with the district for ten years prior to retirement. Employees who have been employed five to nine years may draw fifty percent (50%) to ninety- percent (90%) respectively of the maximum benefit.
4. This one-time maximum benefit to employees shall be \$125 for each unused, earned day of local leave, (old) state sick leave, and state personal leave not to exceed a maximum of 150 days.
5. This benefit shall be paid to employees who have completed a full semester or more as identified in the current school calendar and resign with the intent to retire either at the end of the fall semester or after the last day of the instructional year. The last professional day in each semester for teachers may serve as the end of the semester for all other employees for purpose of retirement and payment of this retirement incentive. An eligible employee who has not completed a full semester due to medical conditions as certified in writing by a physician will be paid for her/his accumulated earned leave balance. Benefits will be paid the month following the retirement date.

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). These funds may be tax sheltered

through the employee's 457 Retirement Savings Plan. **An election form MUST be completed.** The retiree may then direct distributions, rollovers, or investments of the funds at their own discretion. If the retiree is rehired, and the funds remain in the 457 plan, the rehired retiree may not roll the funds or take a distribution because of IRS rules and regulations regarding active employees.

Refer any questions to:

Human Resources (Professional)	Teresa Hull	281-897-4162
Human Resources (Paraprofessional/Ancillary)	Jan Price	281-897-4034
457 Retirement Savings Plan	Becky Knight	281-897-4020
Payroll Department	Martha (Kay) Ross	281-897-4109
Insurance Department	Judy Durham	281-897-4339
TRS	Business Office	1-800-223-8778
Social Security	1-800-772-1213 or	713-290-0660

V. LEAVES AND ABSENCES

LEAVES OF ABSENCE

DEFINITIONS

Immediate Family - for the purposes of state and local sick leave accrued before May 30, 1995, non-discretionary state personal leave, and local sick leave, the term "immediate family" shall include:

1. spouse;
2. son or daughter, including a biological, adopted or foster child, a son- or daughter-in-law, a stepchild, legal ward, or a child for whom the employee stands in *loco parentis*;
3. parent, stepparent, parent-in-law, or other individual who has stood in *loco parentis* to the employee;
4. sibling, stepsibling, sibling-in-law;
5. grandparent and grandchild;
6. any person who may be residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act, the definition of "family" shall include only items 1, 2, and 3 on the above list, but shall exclude son- or daughter-in-law, and parent-in-law.

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

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

STATE PERSONAL LEAVE

Rate of Accrual

Each employee shall earn state personal leave, in equivalent workdays, at the rate of one-half workday for each 18 workdays of employment, up to the statutory maximum of five workdays annually. For persons employed 100 percent of the day, not more than five days shall be earned in any one school year. For persons employed for at least 50 percent but less than 100 percent of the day, not more than two and one-half days shall be earned in any one year.

State Sick Leave Accumulation

District employees shall retain any sick leave accumulated prior to May 30, 1995 as state minimum sick leave under former Section 13.904(a) of the Education Code. Former Section 13.904(c), Education Code, continues to govern the use of such sick leave. Sick leave shall be used only for the following:

1. illness of the employee;

2. illness of a member of the employee's immediate family;
3. family emergency; or,
4. death in the employee's immediate family.

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)

Types of State Personal Leave

Under authority of Education Code 22.003 and to preserve the employee's leave entitlement while minimizing disruption to the instruction program, the Board requires employees to differentiate between uses of personal leave.

1. **Discretionary** - To be taken at the individual employee's discretion, subject to the limitations set forth below.
2. **Non-Discretionary** - To be used for the same reasons and in the same manner as state sick leave accumulated prior to May 30, 1995. [*See State Sick Leave Accumulation*, above]

Use of Discretionary Leave

An employee desiring to take discretionary personal leave must obtain written approval from his or her principal or supervisor five days prior to the date of use, except in extenuating circumstances. Principals and supervisors may deny any request for the use of discretionary personal leave which would disrupt the district's ability to provide services and/or have an adverse effect on the education of the students in the district.

Duration of Leave

The use of more than three consecutive days of discretionary personal leave shall not be approved, except in extenuating circumstances as determined by the principal or supervisor.

Schedule Limitations

No more than five (5) days of discretionary leave may be taken in any school year unless the additional days are recommended by the principal or supervisor and determined by the superintendent or designee as being clearly in the best interest of the students served by the employee and is not disruptive to the provision of services. If additional days in excess of the five discretionary leave days are recommended and approved, the additional days are non-compensated days. The additional days are docked at the employee's daily rate of pay.

In the best interest of students and in view of the difficulties in providing substitutes on certain days, a principal or supervisor may approve the use of discretionary leave on the following days only in the event of extenuating circumstances:

1. the day immediately preceding a school holiday;
2. the day after a school holiday;
3. the first day of any semester;

4. the last day of any semester;
5. days scheduled for end-of-year exams;
6. days scheduled for state-mandated tests;
7. professional or staff development days.

LOCAL SICK LEAVE

Employees shall earn five equivalent workdays of local sick leave per school year, concurrently with and by the same rate of accrual as state personal leave, through the first 187 days of employment.

Additional equivalent workdays of local sick leave shall be earned by employees in positions requiring more than 187 workdays per year, in the following manner:

Days Employed	Additional Local Days Earned Beyond Five
188-197	0.50
198-215	1.0
216-233	1.5
234-260	2.0

Local sick leave shall accumulate without limit and shall be taken with no loss of pay.

Local 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; or,
4. death in the employee's immediate family.

USE AND RECORDING OF PERSONAL AND SICK LEAVE

For purposes of personal illness, illness in the immediate family, family emergency or death in the immediate family, available leave shall be used in the priority indicated below:

1. local sick leave;
2. state sick leave accumulated prior to the 1995-96 school year;
3. state personal leave.

Employees shall be charged leave as used even if a substitute is not employed.

Leave shall be recorded in whole workdays and half workdays only, and with the exception of

bus drivers, bus attendants and other hourly employees as allowable by the work schedules in their respective departments. These employees will be charged hourly. Absence from Duty forms must be completed for each absence.

Absence Less Than a Full Day

The following provisions shall be applied in the case of emergencies requiring professional contract personnel to be absent for less than a full day.

1. If a professional contract employee is absent more than three instructional periods or three hours of the day, he or she shall be charged with a full workday absence.
2. If a professional contract employee is absent two or three instructional periods, he or she shall be charged with one-half day absence from duty.
3. For a one-period absence there shall be no charge of leave time. Such absences shall be subject to administrative approval, shall be for emergencies only, and shall not exceed three occurrences per year.
4. Conference or planning periods shall be counted as a period of employment.
5. For the purpose of this provision, elementary schools may use hours in the workday in lieu of instructional periods.

Parental Bonding

Local sick leave and/or state personal leave up to a maximum of ten (10) accrued 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.

Adoption/Foster Care

Local sick leave and/or state personal leave up to a maximum of 30 days may be used for primary care of an adopted son or daughter, or for the placement of a child with the employee for foster care. This provision for paid leave shall apply to employees with appropriate, accrued leave who adopt or accept placement of a child for foster care if the child is 60 months of age or younger. If both parents of a child are employed by the district, combined paid leave for this purpose up to a total of 30 days will be provided.

Leave Availability

Paid leave shall not be approved for more workdays than have been accumulated in prior years plus those earned during the current year. For contract employees, leave for the current year shall be available for use at the beginning of the school year. For all other employees, leave for the current year shall be available as it is earned. When an employee who has used more leave than he or she has accumulated ceases to be employed by the district, the cost of the unearned leave days shall be deducted from the employee's final paycheck.

NOTICE: Contract employees should be aware that early in each new contract period the Payroll Department posts the **advanced** state personal and local leave days that may be earned for that contract period on the paycheck stub (e.g., five state personal and five local days for contract employees scheduled to work 187 days).

Absences in excess of accumulated paid leave and unexcused absences (e.g., discretionary absence on a staff development day that is not approved by the principal/supervisor) will result in non-paid or "dock days" which lowers the number of paid leave days that can be earned for that contract period.

Other Absences

Any other leaves granted or days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless provided for otherwise. DEC (LOCAL) [See DMD (LOCAL) for professional development absences.]

Medical Certification

An employee absent more than three (3) consecutive workdays because of personal illness shall submit, upon return to work, a medical certification of illness and of his or her fitness to return to work. An employee absent more than three consecutive workdays because of illness in the immediate family shall present, upon return to work, medical certification of the family member's illness.

Health Care Provider/Physician's Statement

Medical certification shall be made by a health care provider as defined by the Family and Medical Leave Act. [See Federal Family and Medical Leave Act below] Medical certification shall be made by a physician as defined by state statute regarding temporary disability. [See Temporary Disability below]

Bereavement (Funeral) Leave

Use of state and/or local sick leave for death in the immediate family shall not exceed five (5) workdays per occurrence, subject to the approval of the district. Leave for attending a funeral of a person other than one defined as a family member may be approved as discretionary leave if available. Such leave shall not be granted without prior approval of the principal and/or immediate supervisor.

FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)

An employee who has been employed by the district for at least 12 months and for 1,250 hours during the previous 12-month period shall be entitled to a total of 12 work weeks of leave, without loss of any employment benefit accrued prior to the beginning of the leave, during any 12-month period for one or more of the following reasons:

1. because of the birth or adoption, including placement for foster care, of the employee's child and in order to care for the child, provided the leave is taken within 12 months of the birth, adoption, or placement of the child. By agreement between the employee and the district, this leave may be taken intermittently or on a reduced leave schedule.
2. to care for the employee's spouse, child, or parent if the spouse, child, or parent has a serious health condition; (Child is defined as one under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.)

3. because of the employee's serious health condition that makes the employee unable to perform functions of his or her position; [29 U.S.C. §§ 2611(2), 2612(a)]
4. because of a qualifying exigency resulting from active military service of a spouse, child, or parent.

Requests for Family and Medical Leave

Forms for applying for a Family and Medical Leave are available to employees from the Human Resources Office. Family and Medical Leave forms are to be submitted to the Human Resources Office to the appropriate persons for processing as follows:

Professional Employees	Karen Weiser	281-897-4038
Paraprofessional Employees	Karen Weiser	281-897-4038
Ancillary Employees	Adriana Nuncio	281-897-4396

Upon receipt by the Human Resources Office of a request for Family and Medical Leave, and appropriate medical certification if required, the Human Resources Office will make a determination as to the employee's eligibility for the Family and Medical Leave. The employee and his/her principal or supervisor will be notified in writing of the approval or denial of the requested Family and Medical Leave.

Failure to submit proper medical certification, if required, or to timely notify the Human Resources Office of an employee's absences due to a qualifying serious health condition, may result in the denial of a Family and Medical Leave.

Family and Medical Leave Year

The 12-month period within which employees shall be eligible for 12 weeks of Family and Medical Leave shall be defined as a rolling 12-month period measured backward from the date an employee uses Family and Medical Leave.

Serious Health Condition

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

1. inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) or any subsequent treatment in connection with such inpatient care; or
2. continuing treatment by a health care provider for a period of incapacity (as described above) for:
 - a. more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition; that also involves:
 - i. treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services

- under orders of, or on referral by a health care provider; or,
 - ii. treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider
 - iii. regimen of continuing treatment includes
 - 1. a course of prescription medication
 - 2. therapy requiring special equipment to resolve or alleviate the health condition.
- b. pregnancy or prenatal care;
- c. treatment for such incapacity due to a chronic serious health condition (one that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity);
- d. a condition for which treatment may not be effective and for which the employee or family member is under the continuing supervision of a health care provider (*i.e.*, Alzheimer's, a severe stroke, or the terminal stages of a disease);
- e. the purpose of receiving multiple treatments by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, or kidney disease.

Health Care Provider

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

1. a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices;
 2. podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state (meaning that the provider must be authorized to diagnose and treat physical or mental health conditions without supervision by a doctor or other health care provider) and performing within the scope of their practice as defined by state law;
 3. nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under state law and who are performing within the scope of their practices as defined under state law;
 4. Christian Science practitioners who are listed with the First Church of Christ Scientist in Boston, Massachusetts;
 5. any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits;
 6. a health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.
- [29 CFR 825.118]

Military Service Family Leave

An eligible employee is entitled to leave to care for an active duty military service member who incurs a serious illness or injury in the line of duty. The service member must be the employee's spouse, child, parent, or next of kin. An eligible employee may take up to 26 weeks on a one-time basis to provide care to a covered service member.

Maintenance of Health Benefits

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

Failure To Return From Leave

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

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

When an employee fails to return to work, except for the reasons stated above, health premiums paid by the district during a period of FMLA leave are a debt owed the district by the non-returning employee, and may be recovered by the district through deduction of any sums due the employee or through legal action. [29 U.S.C. 2614(c)(2); 29 CFR 825.213(a)(f)]

An employee who fails to return upon expiration of Family and Medical Leave may be terminated, or may remain on temporary disability if applicable.

An employee whose Family and Medical Leave has expired and has not returned to work may be replaced. However, if the employee is still on Temporary Disability Leave, the return to a position will occur according to Temporary Disability provisions.

Intermittent 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)]

Intermittent leave may be permitted for the birth of the employee's child or the adoption or placement of a child with the employee, provided that an eligible employee complies with the 30 days' notice required for leave that is foreseeable.

Intermittent Leave - Non-Instructional Employees

An eligible employee other than an instructional employee may take leave intermittently or on a reduced leave schedule when medically necessary to care for a spouse, parent, or child or to receive planned medical treatment for himself or herself. The employee is to work out an intermittent leave schedule with his/her supervisor in advance of taking such leave.

Intermittent Leave - Instructional Employees

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

1. take leave for a period of a particular duration, not to exceed the duration of the planned medical treatment; or
2. transfer temporarily to an available alternative position offered by the district for which the teacher is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the teacher's regular employment position. [29 U.S.C. 2618(c)]

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

End-of-Term Leave

When an instructional employee requests leave near the end of semester, the district shall impose the following restrictions on the timing of a return to duty, unless the needs of the district dictate otherwise:

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

If the district requires an employee to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA entitlement. [29 U.S.C. 2618(d); 29 CFR 825.600(c), 825.602, 825.603(b)]

Both Spouses Employed in District

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

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

When the husband and wife both use a portion of the total twelve-week entitlement for one of the purposes noted above, each spouse shall be entitled to the difference between the amount he or she has taken individually and 12 weeks of FMLA leave for a purpose other than those listed above. [29 U.S.C. 2612(f); 29 CFR 825.202]

Notice Requirements: Foreseeable Leave

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

"As soon as practicable" means as soon as possible and practical taking into account all of the facts and circumstances in the individual case. Ordinarily, it would mean at least verbal notification to the employer within one or two business days of when the need for leave becomes known to the employee. [29 CFR 825.302]

Notice Requirements: Unforeseeable Leave

When the need for leave, or its approximate timing, is not foreseeable, an employee shall provide notice to the district as soon as practicable under the facts and circumstances of the particular case. Ordinarily, notice shall be provided within no more than one or two working days of learning of the need for leave. Notice should be provided either in person or by telephone, telegraph, "fax" machine, or other electronic means. [29 CFR 825.303]

Medical Certification

Upon request for family and medical leave, the district shall require the employee to submit medical certification issued by a health care provider of the spouse, child, parent, or employee that the employee is needed to care for the spouse, child, or parent or, in case of leave for the employee's condition, that the employee is unable to perform the functions of his or her position. The certification shall include the date on which the serious health condition began, the probable

duration of the condition, and the appropriate medical facts within the provider's knowledge regarding the condition. [29 U.S.C. 2613]

Recertification

For pregnancy, chronic, or permanent/long-term conditions under the continuing supervision of a health care provider, the employee shall provide medical certification at 30 day intervals, unless more frequent recertification is warranted because:

1. the employee requests an extension of leave;
2. circumstances described by the original certification have changed significantly (i.e., the duration or nature of the illness or complications);
3. the district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the requested recertification to the district within the time frame requested by the district (which must allow at least 15 days to submit a recertification), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

Any recertification requested by the district shall be at the employee's expense, unless the district provides otherwise. No second or third opinion on recertification may be required. [29 U.S.C. 2613(e); 29 CFR 825.308]

Concurrent Use of Leave

Except for the maximum of thirty days permitted for the adoption of any employee's son or daughter, or for the placement of a child with the employee for foster care as provided herein, the district shall require the use of all applicable sick leave, vacation leave and personal leave in the order determined by this policy, followed by temporary disability leave when applicable, concurrently with family and medical leave. Use of days available under the district's sick leave bank shall not be required.

Use of paid leave is not required at the beginning of a contract period for an eligible employee who is granted a temporary disability leave for the entirety of that school year.

A discussion of workers' compensation benefits and FMLA is found on page 126 of this [Handbook](#).

Medical Release

The district requires, as a prerequisite for reinstating an employee whose FMLA leave was due to the employee's own serious health condition, that the employee's request for reinstatement be accompanied by medical certification of the employee's ability to perform essential job functions. **Medical certification for return to duty status must be received and accepted by the Human Resources Office prior to any employee returning to the work site for work purposes.**

Return to Position

An employee who takes FMLA leave under these provisions is entitled to be restored to the

position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The determination of how an employee is restored to an equivalent position is based on the district's established policies and practices that clearly explain the employee's restoration rights on return from leave. [29 U.S.C. 2614(a)(1), 2618(e); 29 CFR 825.604]

Denial Of Restoration

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

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

1. at the time FMLA leave is requested (or FMLA leave begins, if earlier), the employee has received written notice that he or she is a "key employee," and has been informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district determines that substantial and grievous economic injury will result to district operations if the employee is reinstated from FMLA leave;
2. the Board determines that denial of restoration is necessary to prevent substantial and grievous economic injury to the district;
3. on making the determination that injury would occur, the district notifies the employee in writing, either in person or by certified mail, of its intent to deny restoration to employment on completion of FMLA leave. The notice must explain the basis for the Board's finding of injury and must provide the employee a reasonable time in which to return to work, taking into account the circumstances, such as the length of leave and the urgency of the need for the employee to return.
4. if the employee does not return to work in response to the district's notice, he or she continues to be entitled to maintenance of health benefits at the district's expense. The employee's FMLA rights continue unless and until the employee gives notice he or she no longer wishes to return to duty or the district actually denies restoration at the end of the leave period.
5. an employee who has received notice as set out at item 3 above is still entitled to request reinstatement at the end of the leave period. The district must then determine whether it will suffer substantial and grievous economic injury from reinstatement based on the facts at that time. If such a determination is made, the district shall notify the employee in writing (in person or by certified mail) of denial of restoration. [29 U.S.C 2614(b); 29 CFR 825.216, 825.217, 825.219, 825.12(c)]

PHYSICAL ASSAULT LEAVE

In addition to other days of leave provided, an employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate

from all physical injuries sustained as a result of the assault, but not to extend more than two years beyond the date of the assault.

Physical Assault Leave Defined

An employee of the district is physically assaulted if the person engaging in the conduct causing injury to the employee (1) could be prosecuted for assault; or, (2) could not be prosecuted for assault only because the person's age or mental capacity makes the person a nonresponsible person for purposes of criminal liability. This definition shall be interpreted in accordance with Texas Education Code section 22.003(b) and Penal Code section 22.01 and independently from any other definition of "assault" in Board policy or statute.

Reporting/Investigation/Review Process

1. The employee must request in writing consideration of an injury as physical assault within a reasonable period following the alleged assault. The building principal/site supervisor shall forward the claim to the superintendent's designee upon receipt. In addition, building principals and/or site/department supervisors shall notify the superintendent's designee immediately upon becoming aware of a situation that may constitute an assault on an employee. In the event the injured employee is physically unable to make such a report, another authorized person may file the report on behalf of the employee.
2. The superintendent shall designate an individual or individuals to investigate an assault claim. The investigation will include statements from the injured employee and witnesses, as available.
3. The determination of the eligibility for assault leave will be made in a timely manner after a review of the employee's claim, the medical evaluations and reports, and the investigation results. Until the determination is made, the claim will be treated as an assault per TEC §22.003. The employee will be notified in writing of the decision. The decision of the superintendent's designee may be appealed in accordance with Board Policy DGBA, Employee Complaints.

Medical Evaluations and Reports

1. The district may require the submission of an evaluation from the employee's physician. This evaluation should describe, in detail, the nature and extent of the physical injury, the treatment prescribed, the estimated length of treatment, and an estimate of when the employee will be able to perform the essential functions of his/her position.
2. During the employee's leave, the district may periodically require the employee to submit to a physical examination by a physician of the district's choosing, at the district's expense.
3. The district may require the employee to provide a physician's release prior to returning to work.

Coordination of Benefits

1. An employee's request and claim for assault leave under this policy will be presumed valid while the employee's claim is pending. Should the district ultimately hold that the employee was not entitled to assault leave under this policy, the district shall deduct any leave taken from the employee's accrued leave. If the employee's accrued leave has been

exhausted, the district may obtain reimbursement from any payments made to the employee from his/her wages earned at a rate not to exceed 10 percent of the total per week. If the employee resigns prior to complete reimbursement to the district of benefits received under this policy, the district may deduct the amount owed from any wages due the employee at resignation. This provision does not preclude the district from using any other method, legal or equitable, to collect any outstanding balance owed the district.

2. Days of assault leave taken under this regulation may not be deducted from accrued sick leave except as set forth above. Assault leave under this regulation is available up to, but not more than, two years from the date of the assault.
3. In accordance with law, assault leave policy benefits due to an employee shall be coordinated with temporary income benefits due from workers' compensation so that the employee's total compensation from temporary income benefits and assault leave policy benefits equals 100 percent of the employee's weekly rate of pay. [See DEC (LEGAL)]

TEMPORARY DISABILITY

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

At Employee's Request

A request for a leave of absence for temporary disability must be made in writing. The request must:

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

Length Of Leave

The maximum length of temporary disability leave for contract full-time employees shall be 365 calendar days. The district may grant a non-contract employee a leave of absence for temporary disability for no more than 60 consecutive workdays.

The following guidelines shall apply to leaves of absence for temporary disability.

1. If the projected disability period is covered by available sick leave days or state personal leave days, an employee need not declare a temporary disability.
 - a. In such a case, a substitute shall be employed, if applicable, at the regular substitute rate if the employee shall be absent for no more than 20 school days. If the employee shall be absent for more than 20 school days, the replacement shall be employed on a "long-term substitute" basis.
 - b. The employee shall be returned to the exact position vacated.
 - c. The district shall continue to provide medical insurance.

- d. The employee remains on the pay system roster during the period of absence.
2. If an employee wishes to use available paid leave prior to being placed on temporary disability leave of absence, the employee's name shall remain on the personnel roster until the available paid leave has been expended. Concurrently with being placed on temporary disability leave of absence, the employee's name shall be removed from the personnel roster.
3. An employee who does not return to work immediately after exhausting all available paid leave shall be placed on temporary disability leave. Provision shall be made for a contract employee who is able to return to duty within ten work days after exhausting all available paid leave; such an employee shall be permitted to take those ten days as unpaid leave without interruption of the contract.
4. A professional and/or paraprofessional employee leaving during the school year and not electing to return until the following school year shall be placed on temporary disability leave upon departure or after exhausting all available paid leave, whichever he or she elects. The employee shall be employed the following year at the beginning of the term after such request is made and a physician's statement is provided. The employee shall be placed in a comparable position to that vacated but not necessarily the same assignment.
5. An employee who becomes physically unable to perform his or her duties for a period of two weeks (ten work days) or more beyond his or her available leave shall be placed on temporary disability leave or shall resign.
6. A professional employee shall submit any request for temporary disability leave to the Assistant Superintendent for Human Resources. A paraprofessional or non-contract employee shall submit any request for temporary disability leave to the Director of Ancillary Personnel.
7. A professional employee on temporary disability shall notify the Assistant Superintendent for Human Resources, and a paraprofessional or non-contract employee shall notify the Director of Ancillary Personnel of a desire to return to active duty no later than the 30th day before the expected date of return. The notice must be accompanied by a physician's statement indicating the employee's physical fitness for the resumption of regular duties. **Medical certification for return to duty status must be received and accepted by the Human Resources Office prior to the employee returning to the work site for work purposes. Medical certifications with restrictions and/or limitations must be evaluated by the Human Resources department under the Americans With Disabilities Act (ADA). Accommodations under ADA are not to be made at a worksite level.**
8. An employee who wishes to return from temporary disability status during the last month of service of a contract period must return a minimum of ten working days prior to the end of that contract period.
9. An employee who fails to return to work prior to the expiration of temporary disability leave may have his/her employment terminated.

Placement

A professional/paraprofessional employee returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the employee was formerly assigned, subject to the availability of an appropriate position. In any event, the

professional/paraprofessional shall be placed on active duty no later than the beginning of the next school year. A principal at another campus may voluntarily approve the appointment of an employee who wishes to return from a leave of absence. However, if no other principal approves the assignment by the beginning of the next school year, the district must place the employee at the school at which the employee formerly taught or was assigned.

Pregnancy

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

MISCELLANEOUS LEAVES OF ABSENCE

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 Board for up to one contract year for the purpose of pursuing education study or research that is deemed beneficial to the district. The employee must have been employed by the district for at least three years and hold a multi-year term or continuing contract with the district to be eligible to apply. Return to employment in the position or at the site employed prior to the leave is not guaranteed. An individual returning to the district from a professional study leave to the same type of position held immediately prior to the leave will retain previously accumulated, unused local sick 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, upon presentation to the district of acceptable documentation of fulfillment of the leave.

Paraprofessional/Ancillary Employee Study Leave

At the recommendation of a paraprofessional/ancillary employee's principal or supervisor and the Superintendent, a leave of absence without pay may be granted by the Board 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 NCLB highly-qualified status.

Paraprofessional/ancillary employees requesting a study leave shall submit a letter of application for leave to the assistant superintendent 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 towards a creditable year of service for salary purposes nor shall the employee continue to accrue other employee benefits such as leave days or vacation days during the period of the leave. The unused leave days previously

accumulated at the time of the leave of absence shall be retained, and no break in continuous service with the district shall occur.

Return to employment in the same position or at the site employed prior to the leave is not guaranteed by the district. The paraprofessional/ancillary employee returning to the district from this leave shall be returned to a comparable paraprofessional/ancillary position unless selected for a teaching position.

Requests for return to duty at the end of the leave shall be submitted to the assistant superintendent 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. An employee who fails to return in any capacity at the expiration of the leave may have his or her employment terminated.

Jury Duty

An employee shall be granted leave with pay and without loss of available leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for this service.

Other Court Appearances

An employee shall be granted leave with pay and without loss of available leave when:

1. the employee is ordered to appear in a legal proceeding pursuant to a lawfully issued subpoena.
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 attorneys 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 attorney to provide information, assistance, or testimony in connection with litigation involving the district.

An employee who is a party to non-district-related litigation and who is absent due to activities in connection with that litigation shall use state personal leave or shall take leave without pay.

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. Labor Code 52.051(a)

Religious Holidays

The district shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship to the conduct of district business. Such absence shall be without pay unless applicable paid leave is available.

Employees may use a maximum of two consecutive local sick leave or state personal discretionary leave days (if available) to attend religious observations that are a tenet of their religion. The immediate supervisor must be advised of any such proposed absence at least five days in advance. The leave request presented to the supervisor must be accompanied by acceptable written verification from a person in the leadership of the religious group, regarding the required attendance of religious observations that constitute a tenet of that religion. Such verification shall be found acceptable to the district when the person submitting the written verification identifies his/her position of leadership and authority for providing such verification and signs the written document to attest to its accuracy and truthfulness.

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 if the person had remained continuously employed.

The district is not required to reemploy a person if:

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

State Military or U.S. Reserve Leave: Short-Term

All employees of the district who are members of the state military forces or of the reserve

components of the United States Armed Forces shall be granted a leave of absence from their duties without loss of time, efficiency rating, vacation time, or salary on all days during which they are engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 days in a federal fiscal year. The federal fiscal year is from October 1 through the following September 30.

Such employees who are ordered to duty by proper authority shall be restored, when relieved from duty, to the position held by them when ordered to duty.

State Military Leave: Long-Term

Any employee, other than a temporary employee, who leaves a position with the district to enter active state military service is entitled to be re-employed by the district in the same position held at the time of the induction, enlistment, or order, or to a position of similar seniority, status, and pay. To be entitled to re-employment, the employee must be discharged, separated, or released from active state military service under honorable conditions not later than the fifth anniversary after the date of induction, enlistment, or call to active military service and must be physically and mentally qualified to perform the duties of the position.

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

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

A person re-employed after active state military service shall not be discharged without cause before the first anniversary of the date of the re-employment.

"Military Service" means service as a member of the Texas National Guard or the Texas State Guard.

WORKERS' COMPENSATION

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.

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 illness sustained while an employee is engaged in his or her own authorized duties.

Some types of injuries suffered while at work are not covered by workers' compensation insurance. Examples of non-covered injuries suffered at work include:

1. acts of God; *i.e.*, tornado, lightning strikes, etc.;
2. insect bites; *i.e.*, bee stings, spider bites, etc.;
3. injuries due to personal fights between employees while at work;
4. drug overdoses or alcohol-related accidents or illness; and
5. injuries or illness caused by direct violations of district job safety policies or procedures.

Workers' compensation insurance benefits for qualified job-related injuries include medical costs required for recovery and, if needed, income compensation will be allowed according to Texas Workers' Compensation Commission authorized guidelines. The Texas Association of School Boards (TASB) is the district's workers' compensation insurance administrator. TASB claim adjusters manage the injury claim including authorizing all medical costs and wage compensation payments.

Current Texas Workers' Compensation law governs the payment of all Temporary Income Benefits (TIBs). Entitlement to TIBs begins after an injured employee has been disabled by the job-related injury for more than 7 days. TIBs begin on the eighth day of disability. An injured and disabled employee is paid TIBs weekly benefits of approximately 70% of his/her reported average weekly wage, based on earnings for the 13 weeks prior to the injury, not to exceed the state's set maximum TIBs benefit. Effective October 1, 2006, the maximum weekly payment of TIBS is \$604.80.

If an employee's injury has been designated as an assault by the district, Texas state law provides for additional benefits. See pages 116-118 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 following procedures must be followed.

1. Any employee involved in an on-the-job accident must report the incident to his or her immediate supervisor at once.

2. If an injury is sustained due to a job-related incident, the Employee Injury Report must be completed, describing the nature of the injury and providing names of any witnesses, and sent to the district's Insurance Department office at ISC-North, Suite 136 within 24 hours of the injury.
3. An employee injured in an on-the-job accident must seek initial medical treatment within 30 days of the date of the injury. Failure to obtain medical attention within this time period could result in Workers' Compensation claim benefits being denied.
4. An employee who requires medical attention due to a job-related injury must, before returning to work, present a Texas Division of Workers' Compensation DWC-73 Work Status Report form, signed by the attending physician, releasing the employee to return to work. Any activity restrictions noted in Part III of the DWC-73 form must be reviewed and approved in writing by the Insurance Department before the employee is permitted to return to his/her job assignment. Follow-up doctor's reports using the DWC-73 form, Texas Division of Workers' Compensation Work Status Report, must be provided to the district's Insurance Department office at ISC-North after each medical visit.
5. An employee who cannot work due to a job-related injury or illness must notify his or her immediate supervisor regarding the reason for the absence from duty.
6. An employee who requires leave due to a job-related injury may elect to use accumulated sick leave days as for any other illness. An employee who is medically unable to return to work will be placed on Family & Medical Leave, if eligible as defined by Cypress-Fairbanks Independent School District policy, or placed on temporary disability leave as defined in the Leaves and Absences Policies of Cypress-Fairbanks Independent School District.
7. An employee who requires extended medical and/or financial workers' compensation benefits will be assigned a case manager by the district's insurance administrator for assistance. The employee will be required to file all reports and follow the directions of the case manager in order for benefits to continue uninterrupted.
8. A phone call must be made by the injured employee to the district's Insurance Department office (281-897-4135) between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, at least once per week during the employee's absence for the work-related injury. This phone call is required in addition to any communication required by the employee's supervisor.
9. The injured employee's doctor's medical release, DWC-73, Texas Division of Workers' Compensation Work Status Report, must be presented by the employee to the district's Insurance Department office within 24 hours prior to the employee's return to work.

What to Report

The principal/immediate supervisor/director is responsible for reporting and investigating all on-the-job accidents or injuries sustained by employees.

When to Report

The principal/immediate supervisor/director is responsible for reporting an employee injury to the district insurance office within 24 hours following the incident. Fatal or serious injuries must be reported at once by telephone. The telephone number to call is 281/897-4135.

Coordination of Workers' Compensation Benefits with Available Leave

An employee receiving worker's compensation wage benefits shall be assigned to Temporary Disability and Family and Medical Leave, if applicable. An employee receiving worker's compensation wage benefits shall also be paid automatically from accrued, available paid leave days until the date the district receives a written request from the employee to the Human Resources Office to discontinue the use of available paid leave days.

EMPLOYEE VACATION DAYS

All employees serving in positions normally requiring year-round duties shall be eligible for annual vacation based on 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 shall be authorized to recognize creditable service for vacation purposes of experience earned outside the district for persons assuming administrative/professional positions with 250-day contracts.

The following implementation schedule shall apply:

1. employees beginning year-round services shall be eligible for two (2) weeks of vacation.
2. employees with ten (10) years of creditable service shall be granted three (3) weeks of vacation;
3. employees with fifteen (15) years of creditable service shall be granted four (4) weeks of vacation.

NOTICE: Contract 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 the winter break of the following year (*i.e.*, during an 18-month period). Vacation days shall not be accumulated and carried beyond the 18 months.
5. Employees shall be expected to use vacation time in units of at least one-half (0.5) days.
6. Upon termination of employment, employees shall be paid for unused earned

- vacation days, not to exceed the 18-month period for accumulating vacation days.
7. All full-time twelve-month ancillary employees shall be entitled to payment for the non-optional holidays designated by the superintendent each year. Employees shall be paid for the holiday when it occurs and if he/she is in the employment of the district at that time.

VI. SERVICES

EMPLOYEE ORGANIZATIONS

Neither the Board nor any administrator shall directly or indirectly coerce any teacher or employee to refrain from participating in political affairs in his or her community, state or nation.

Neither the Board nor any administrator shall directly or indirectly require or coerce any teacher or employee to join any group, club, committee, organization or association. An employee has the right to join or refuse to join any professional association or organization.

No person shall be denied district employment by reason of membership or non-membership in a labor organization.

The term "labor organization" means an organization of any kind, or any agency or employee representation committee or plan in which employees participate and which exists for the purpose, in whole or in part, of dealing with one or more employers concerning grievances, labor disputes, wages, rate of pay, hours of employment, or conditions of work.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. In the exercise of such rights all persons shall be free from threats, force, intimidation and coercion.

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Membership in the various professional organizations is not compulsory, but staff members have the opportunity to join several professional organizations. Membership fees may be paid through payroll deduction.

PERSONNEL SERVICES COMMITTEE

The district maintains the Personnel Services Committee as an avenue of expression for professional employees who wish to voice a districtwide concern to the administration. There will be at least one representative elected from each building in the district. District Contact Person: Ms. Teresa Hull: (281) 897-4030.

PARAPROFESSIONAL SERVICES COMMITTEE

The district maintains a Paraprofessional Services Committee as an avenue of expression for paraprofessional employees who wish to voice a districtwide concern to the administration. District Contact Person: Ms. Janet K. Price: (281) 897-4033.

EDUCATIONAL SUPPORT PERSONNEL COMMITTEE

The Educational Support Personnel Committee is made up of representatives from all the educational support staff in the school district. The goals of this committee are to foster better understanding of the various departments, to provide a forum for voicing concerns and ideas of the educational support staff to the administration, and to recognize outstanding employees from the various departments. District Contact Person: Ms. Janet K. Price: (281) 897-4034.

DIXIE THORNTON PROFESSIONAL LIBRARY

General Purpose

The library specializes in educational materials for staff members doing research and/or college work.

Location

The professional library is located in the Instructional Support Center South, 10300 Jones Road.

Time Schedule

Monday	8:00 A.M. - 4:30 P.M.
Tuesday, Wednesday, Thursday	8:00 A.M. - 5:30 P.M.
Friday	8:00 A.M. - 4:00 P.M.

PERSONNEL

Jessica M. Hughes, Library Coordinator

281-897-4142

Mary Robinson, Research Assistant

281-897-4141

SERVICES

- On-line searching of ERIC database (RIE and CIJE)
- Internet access to educational resources
- Duplication of cassette tape(s) and videotapes
- Book Binding (hardcover or plastic spiral) for research papers, dissertations, etc.
- Assistance from library media specialist with searches
- Staff development materials available for check-out

CY-FAIR FEDERAL CREDIT UNION

Cy-Fair Federal Credit Union has been serving the employees of the Cypress-Fairbanks Independent School District since 1956. The Credit Union has two facilities, one on Jones Road and the second on FM 529. The Credit Union is a full service financial institution, with all the services a bank has to offer, but typically at a lower cost. To join the Credit Union, members must first open a savings account with a \$10.00 minimum balance. Opening a savings account then makes you eligible for all the other services offered by the Credit Union. These services include but are not limited to:

Certificate Accounts
Money Market Accounts
Christmas Club Accounts
Free Checking Accounts
Traveler's Checks
Cashier's Checks
Money Orders
Wire Transfers
Debit Cards
Vehicle Loans
Signature Loans

Secured Loans
Credit Disability Insurance
Credit Life Insurance
Auto Exam
Auto Leasing
Home Equity Loans
ATM Cards
Payroll Deduction
Safe Deposit Boxes
3 Night Depositories
2 Drive-Thru Facilities

Mortgage Loans
Signature Guarantees
Notaries
Retirement Accounts
Direct Deposit
Home Improvement Loans
Mastercard/VISA
Lines of Credit
Free Financial Planning
Over 32,000 Free ATMs
nationwide

Lobby:

9601 Jones Road
Houston, TX 77065

16727 FM 529
Houston, TX 77095

Lobby Hours:

Monday - Wednesday
8:30 am - 5:00 pm

Thursday
9:00 a.m. - 5:00 p.m.

Friday
8:30 am - 6:00 pm

Saturday
9:00 a.m. - 1:00 p.m.

Drive-Thru:

11002 Ranchstone
Houston, TX 77064

16727 FM 529
Houston, TX 77095

Drive-Thru Hours:

Monday -Friday
7:00 am - 6:00 pm

Saturday
9:00 am - 1:00 pm

Internet Address:

www.cyfairfcu.org

Telephone:

Credit Union
(281) 890-7676
Toll Free
888-890-7676

Member Line
(281) 897-TALK
Toll Free
1-800-897-TALK

Fax Number:

(281) 955-3120

PAYROLL INFORMATION

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 are made for holidays and weekends, which require payments to be dated early. Non-contract employees are paid on a bi-weekly basis. 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.**

Direct Deposit or Debit/Pay Card

Direct deposit or debit pay card is available to all employees. Any changes must have a change form completed and sent to the Payroll Office. Do not close your account while on direct deposit before notifying Payroll. Failure to do this will result in a delay in your payroll payment.

The district may remove an employee from pay card or direct deposit in order to avoid overpayment of wages to an employee who has exceeded leave days available or has excessive absences.

Name Changes

The district follows the Teacher Retirement System (TRS) policies for name changes. A new TRS form must be submitted to the Human Resources Office to initiate the change. Go to the district’s website, www.cfisd.net, Human Resources, Employment Opportunities, Name Change for the necessary forms to complete.

Change of Address Notice

Address and/or telephone number changes are to be completed promptly after relocation. Both the Human Resources and Payroll departments should be given this information. It is imperative that an employee who has relocated furnish the Payroll Office a change of address notice for any home mailings (insurance information, etc.). Change of address notices are available on-line at <http://inside.cfisd.net/> or from the building/department secretary.

Payroll Deductions

Employees, both contract and ancillary, may have deductions withheld. Currently the Payroll Office withholds for Income Tax, FICA, Teacher Retirement, Annuities, Retirement Savings Plan, Credit Union, Insurance, Student Loans, Certification Fees, Professional Dues, Combined Charities, Dollars for Scholars, Computer Fee, U.S. Savings Bonds, Uniform Pay, Employee Tax Levies, and Child Support Payments.

Salary Freeze

An employee whose annual evaluation is less than satisfactory will not be given a pay increase unless otherwise mandated by law.

EMPLOYEE ACCESS CENTER

The Employee Access Center (EAC) may be found at <http://inside.cfid.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.

SICK LEAVE BANK

The Cypress-Fairbanks ISD is pleased to make available to eligible employees a Sick Leave Bank. Individuals interested in this benefit should contact the Human Resources Office at 281-897-4038.

Purpose

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 or her position.

Eligibility

All district personnel of CFISD 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.

SUBSTITUTES ARE NOT ELIGIBLE.

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 either in print from the Human Resources Office or electronically at the district intranet site at <http://inside.cfid.net/> under policies.

VII. CONTRACT EMPLOYEES

CODE OF ETHICS AND STANDARD PRACTICES FOR TEXAS EDUCATORS
Texas Administrative Code, Chapter 247

Statement of Purpose

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

ENFORCEABLE STANDARDS

I. Professional Ethical Conduct, Practices and Performance

Standard 1.1 The educator shall not knowingly engage in deceptive practices regarding official policies of the school district or educational institution.

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

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

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

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

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

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

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

II. Ethical Conduct Toward Professional Colleagues.

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

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

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

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

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

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

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC under this chapter.

III. Ethical Conduct Toward Students

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

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

Standard 3.3 The educator shall not deliberately or knowingly misrepresent facts regarding a student.

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

Standard 3.5 The educator shall not engage in physical mistreatment of a student.

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

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any student or knowingly allow any student to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

STANDARDS OF CONDUCT AND ETHICS FOR PARAPROFESSIONALS

Principle I: Ethical Conduct

The paraprofessional 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 paraprofessional 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 paraprofessional shall honestly account for all funds committed to his or her charge and shall conduct his or her financial business with integrity.

3. The paraprofessional shall not use institutional or professional privileges for personal or partisan advantages.
4. The paraprofessional shall not be involved in any immoral or unlawful felony and misdemeanor acts.
5. The paraprofessional 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 paraprofessional shall not be in violation of district policies and/or procedures.
7. The paraprofessional shall maintain a high level of performance while carrying out the job and adhering to the standards of conduct.
8. The paraprofessional shall dress in a clean, neat, professional manner appropriate to his or her assignment.

Principle II: Professional Practices and Performance

The paraprofessional, 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 paraprofessional 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 paraprofessional shall possess the mental health, physical stamina, and social prudence necessary to perform the duties of his or her assignment.
3. The paraprofessional shall be trained and assist in all phases of instruction and organization for the learning process and objectives.
4. The paraprofessional shall continue professional growth.
5. The paraprofessional 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 paraprofessional 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. Paraprofessionals can be transferred at any time due to enrollment or district requirements. A paraprofessional 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 paraprofessional, in exemplifying ethical relations with colleagues, shall accord just and equitable treatment to all members of the educational working environment.

1. The paraprofessional shall not reveal confidential information concerning colleagues unless disclosure is required by law.

2. The paraprofessional shall not willfully make false statements about a colleague or the school system.
3. The paraprofessional shall protect confidentiality (use discretion in discussing school problems, situations, students and other personnel).
4. The paraprofessional 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 paraprofessional 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 paraprofessional 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 paraprofessional 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 paraprofessional, in accepting a position of public trust, should measure success by the progress made in maintaining positive relations with others.

1. The paraprofessional shall maintain a positive relationship with students, parents and community.
2. The paraprofessional shall not reveal confidential information concerning students or parents unless disclosure is required by law.
3. The paraprofessional shall endeavor to present facts without distortion.
4. The paraprofessional shall endeavor to understand community culture and the home environments of students at school.
5. The paraprofessional shall manifest a positive role in school district public relations.

CONTRACT EMPLOYEE STANDARDS OF CONDUCT

Employees shall be courteous to one another and the public, working together in a cooperative spirit to serve the best interests of the district. Employees are expected to address concerns and/or criticisms pertaining to the work environment within the designated chain-of-command at the employee's work location.

Dress and Grooming

Philosophy: Cypress-Fairbanks Independent School District recognizes that educators are professionals who strive to be held in high esteem and who seek to earn the respect of all members of the learning community. Professional dress ensures a learning environment that is conducive to establishing high expectations in the pursuit of educational goals.

Guidelines

1. All district employees are role models and should dress accordingly to reflect good judgment and the high standards of the community. No apparel or grooming that has or may have an adverse impact on the educational process is permitted.
2. The dress and grooming of district employees shall be professional, clean, neat, and

- appropriate for the job assignments. Consideration shall be given to staff members' content area assignment, grade level assignment, or special program assignment.
3. Professional dress for men includes dress slacks and collared shirts with appropriate shoes and socks.
 4. Professional dress for women includes dresses, slacks or skirts with appropriate blouse/top and shoes.
 5. Campuses have the option to schedule professionally casual spirit days or special event days.
 6. If specific concerns regarding an employee's dress, grooming, or appearance should arise, the employee's supervisor will determine the appropriateness of the item in question.
 7. The principals or supervisors, in collaboration with their staff members, may set additional guidelines to meet the needs of the specific campus or building.

Employee Liability

A professional school employee or student teacher is not personally liable for acts done within the scope of employment that involve the exercise of judgment or discretion, EXCEPT in circumstances involving the use or operation of a motor vehicle or where, in disciplining a student, the employee uses excessive force, or his or her negligence in disciplining the student results in bodily injury to the student.

The use of physical force or restraint as a disciplinary action with students should come only when other alternatives have been attempted without success and be used only in the limited situations authorized by Board policy as published in the current Student Handbook and Code of Conduct.

Personnel-Student Relations

All district personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, requests for sexual favors or sexually explicit language or conversation.

Hazing

District employees are subject to the provisions of Board policy FNCC regarding student hazing.

TEACHER WORK LOAD

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 students' instructional day. During a planning preparation period, a classroom teacher may not be required to participate in any other activity. (Education Code 21.404)

Duty Free Lunch

Each classroom teacher or full-time librarian is entitled to at least a 30-minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students. (Education Code 21.405)

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)

TEACHER WORK HOURS

Teachers are required to be at work and on duty during the established work day as determined by the individual campus. Additionally, the district has an expectation that teachers will be available to attend reasonable school-related activities that may occur outside the established work day such as faculty meetings, inservice meetings, school-related sponsorships, and the like. Teachers are categorized as learned professional employees and are therefore exempt from the Fair Labor Standards Act regarding overtime or compensatory time for working beyond 40 hours per week.

DUTY ASSIGNMENTS

Principals may assign duties to employees in addition to those specified in job descriptions. Such duties may include the following:

1. lunch period duty in accordance with law;
2. recess duty;
3. hall duty;
4. classroom housekeeping duties such as turning out lights, closing windows, locking doors, maintaining neat and attractive classrooms, and the like;
5. duty at extracurricular activities;
6. bus loading duty;
7. parking lot duty; and,
8. any extra duty assigned by the principal.

Each principal will prepare a schedule of these duty assignments. A copy of the schedule will be available, and orientation will be provided for such duty assignments.

Teachers

Teachers may be called upon to sponsor various organizations and class groups. The sponsorship of classes may be rotated among teachers annually so that the same teachers do not have the more demanding sponsorships in consecutive years. Sponsors will:

1. supervise projects and activities selected by organizations and class groups;
2. counsel and advise students in elections, and in the selection of projects and activities;
3. establish proper and adequate procedures for the collection and accounting of funds derived from fund-raising projects;
4. keep the principal informed of projects and activity dates and have these posted on the school activity calendar;
5. ensure that all projects and activities of classes and organizations are approved by the administration;
6. schedule projects and organizational work so that class time is not used for that purpose.

Teachers are urged to attend and participate in as many extracurricular activities as time and convenience permit.

REPORT OF CERTIFIED EMPLOYEE ACTIVITIES

The superintendent shall notify the Commissioner of Education whenever a certified employee's employment is terminated by action of the Board, and the termination is related to the employee's commission of an act that involves any of the following:

1. any form of sexual or physical abuse of a minor child, or any other illegal conduct with a minor child;
2. possession, transfer, sale, or distribution of a controlled substance or illegal drug;
3. illegal transfer, appropriation, or expenditure of school property or funds;
4. an attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to a professional position or to receive additional compensation associated with a position; or,
5. commission of a crime occurring in whole or in part on school property or at a school-sponsored event.

The superintendent shall notify the Commissioner of Education when a certified employee resigns and reasonable evidence exists that would support a recommendation by the superintendent to terminate employment because of conduct listed above. Before an employee's resignation is accepted in such a circumstance, the superintendent will inform the employee in writing that a report will be made to the Commissioner of Education that may result in sanctions against the employee's certificate. The superintendent shall notify the Board prior to filing a report of resignation with the Commissioner of Education.

RESIGNATIONS DURING THE SCHOOL YEAR

A contract employee employed under a probationary, term, or continuing contract for the following school year may relinquish the position and leave the employment of the district at the end of a school year without penalty by filing with the Superintendent or his/her designee a written resignation not later than the 45th day before the first day of instruction of the following school year. For professional personnel, the Superintendent's designee is the Associate Superintendent for Human Resources and Student Services, Ms. Teresa Hull; for paraprofessional and hourly employees, the designee is the Director of Ancillary Personnel, Ms. Jan Price. 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. Professional and paraprofessional employees are encouraged to utilize the on-line resignation/exit process found at www.cfisd.net under Human Resources.

In considering the problems created by personnel inappropriately vacating positions and breaking contracts, it is important to note the circumstances in which the district would consider a release from contract to be appropriate after the statutory deadline, 45 days prior to the first day of instruction. These include the following:

1. mutual consent arrangement whereby the district and the employee reach the conclusion that a resignation and release are mutually beneficial;
2. situations involving a spouse's job transfer or relocation from the area; and,
3. personal reasons which most always involve sensitive personal problems, *e.g.*, emotional conditions, mental stability, and/or related physical problems.

At the same time, the district will discourage resignations for controllable situations. The district will disallow resignations during a contract for teaching personnel if:

1. the person is leaving to accept another job offer; or,
2. the person is leaving the position for any other reason not associated with the provisions outlined above.

The district retains the flexibility to work with these situations with the knowledge that the Board of Trustees will support administrators' judgment as they consider the best interests of students. The timing of the district's acceptance of these resignations will coincide with the availability of an acceptable replacement whenever possible.

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 pages 100-103 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.cfid.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.
- √ Unused vacation days will be paid at the employee’s current daily rate.
- √ All inquiries regarding terminating membership in the Teachers Retirement System of Texas (TRS) and withdrawing member contributions need to be addressed directly with TRS. Write directly to TRS at 1000 Red River Street, Austin, TX 78701-2698; email to www.trs.state.tx.us; or call 1-800-223-8778.
- √ Social Security questions may be answered by calling the Social Security office at 1-800-772-1213 or 713-290-0660.

Refer questions to:

Human Resources (Professional)	Teresa Hull	281-897-4162
Human Resources (Paraprofessional)	Jan Price	281/897-4033
457 Retirement Savings Plan	Becky Knight	281-897-4020
Payroll Department	Kay Ross	281-897-4109
Insurance Department	Judy Durham	281-897-4339
TRS	Business Office	1-800-223-8778
Social Security	1-800-772-1213 or	713-290-0660

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 in district buildings of vacancies in areas of promotional opportunity. Postings indicate the district contact person for applications. Each administrative/support level position requires an interview with a district screening committee as part of the selection process.

CONTRACTS

Teachers

The district provides contracts for teachers under the Contract Law provided in Chapter 21, Subchapters C, D, and E of the Texas Education Code. Each teacher is employed on either a probationary, term, or a continuing contract.

Full details on employment practices, renewals, terminations, hearing appeals, etc. may be found in Board Policies DC, DCA, DCB, DCC, DCD, DCE, DFBB, AND DFE. These policies are on line on the district's web site and are available for review in each campus principal's office, the district Human Resources Office, or the Dixie Thornton Professional Library located in the Instructional Support Center.

Administrative/Support Personnel and Term Contract Teachers

Administrative and certified support personnel, as well as teachers, may be on term contracts as provided in Chapter 21, Subchapter C or E of the Texas Education Code.

Full details on employment practices, renewals, terminations, hearing appeals, etc., may be found in Board Policies DAA, DC, DCA, DCB, DCC, DCD, DCE, DFBB, DFD, DFE, DGBA, DH, DHC, DI, DF and DN. These policies are on line on the district's web site and are available for review in the district Human Resources Office, the Dixie Thornton Professional Library located in the Instructional Support Center, or in the principal's office at each campus.

Non-certified Support and Paraprofessional Staff

These classifications of 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

Textbook Replacement Guidelines for Staff Members

Lost Textbooks, Lost Teacher Editions, Lost Ancillary Materials

The following are guidelines and recommendations intended to assist Campus Textbook Administrators recover replacement funds for any state adopted teacher edition and/or ancillary material(s) not returned to the textbook administrator by a staff member. Cypress-Fairbanks ISD takes the position that a principal may hold staff members financially responsible for any adopted teacher edition and/or ancillary material(s) not accounted for through a campus annual textbook inventory process. All adopted teacher editions are provided by the State of Texas and are property of the State of Texas and Cypress-Fairbanks ISD throughout the lifetime of the adoption. Ancillary materials are provided by the publisher of a specific textbook and are not a part of the state adoption. Cypress-Fairbanks ISD is entitled to ancillary materials (kits) only when we are entitled to a teacher edition. The Campus Textbook Administrator is responsible for inventorying the ancillary materials and holding teachers accountable for these materials when appropriate.

Guidelines/Recommendations for Replacement Costs

When issuing textbooks, teacher editions and/or ancillary materials to a staff member, have each teacher sign for the materials he/she receives. These records will be kept by the Campus Textbook Administrator.

Each Campus Textbook Administrator will perform at least two “book checks” throughout the year and collect the appropriate funds for those items for which a staff member cannot account. A campus may choose to wait until the end of a school year to collect for materials not accounted for by a staff member. However, the periodic checks will take place throughout the year.

The Campus Textbook Administrator at each campus will also conduct an annual comprehensive textbook inventory coordinated by the district’s Textbook and Property Manager. This inventory will be performed at the end of each school year and includes state adopted student and teacher editions, as well as ancillary materials. Any lost state adopted materials will be replaced through the Textbook Department. Campuses are responsible for purchasing any ancillary item(s) that are lost.

A teacher who fails to return an assigned teacher edition or any assigned ancillary material(s) and cannot account for the missing material(s) through the annual textbook inventory report shall be held responsible for the replacement cost of the lost material(s). In cases of extenuating circumstances, a principal may use his/her professional discretion when determining if a faculty member should be held responsible for the replacement cost of any adopted material(s) and/or ancillary materials not returned by a staff member.

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 PARAPROFESSIONAL TRANSFER REQUESTS AND REQUIREMENTS

In accordance with district policy and procedures, teacher/paraprofessional 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/paraprofessional-initiated request for transfer does not guarantee that such a transfer will be made because each request has to be considered in terms of such factors as:

1. priority and number of transfers which have to be made for administrative reasons;
2. available vacancies;
3. qualifications/certification of the requesting employee; and,
4. campus instructional and organizational needs (principal's judgment).

An employee currently on a teacher in need of assistance plan or performance growth/deficiency plan and/or administrative directives is **not eligible** to request a transfer. With the exception of administrative transfers, principals **must** approve all teacher/paraprofessional-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/paraprofessional-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/Paraprofessional Transfer Requests are completed via the internet. The employee logs on to a CFISD computer and proceeds to www.cfisd.net. A link will be provided on the homepage that takes employees through the process.
2. Once the transfer request has been electronically submitted, principals will have access to daily reports to review the information.
3. Deadlines for submitting transfer requests will be established and published each year.

District-initiated Transfers

The superintendent has the right to assign duties to the teacher as deemed proper, and may, from time to time, assign or reassign the teacher to additional duties. The superintendent has the right

to make changes in teaching and building assignments, subject to provisions of Section 11.202(b) of the Texas Education Code, which are determined in the best interest of the district and of those involved. The superintendent will consider campus seniority and principals' recommendations in making assignments and reassignments.

Guidelines for Paraprofessional Promotions

Any paraprofessional who would like to advance or move up a pay grade would need to apply for positions as they are posted. It is the responsibility of the applicant to be sure he/she has the appropriate skill level, a positive evaluation, support from his/her supervisor and qualifications for the opening. Employees are to follow application instructions as noted on the job postings. Job opportunities are posted in buildings, district facilities, on the internet - www.cfishd.net, on the job line 281-517-2129 and on cable Channel 16.

PROFESSIONAL DEVELOPMENT AND APPRAISAL SYSTEM

Philosophy

Because Cypress-Fairbanks Independent School District expects the continued development of both professional and paraprofessional staff, the district provides many growth opportunities throughout the school year and during the summer in order to support that professional growth. A critical component of the continuous improvement process is the on-going support provided by the appraisal process and the collaboration between the teacher and administrator.

Appraisal of Teacher Performance

Cypress-Fairbanks ISD has adopted a locally developed system for teacher appraisal as outlined in Texas Education Code (TEC), §21.352. As outlined, this appraisal process, *Cypress-Fairbanks Professional Development and Appraisal System (CFPDAS)*, does include:

- (a) at least one appraisal each year;
- (b) a conference between the teacher and the appraiser that is diagnostic and prescriptive with regard to remediation needed in overall performance by category; and
- (c) criteria based on observable, job-related behavior, including:
 1. teachers' implementation of discipline management procedures; and
 2. performance of the teachers' students.

The components of the *CFPDAS* process include:

- (a) a goal-setting process, including completion by the teacher of the *Professional Development: A Plan for Student Learning - Goal Setting - Part I*;
- (b) an opportunity for reflection and sharing between the teacher and colleagues with the completion of the *Professional Development: A Plan for Student Learning - Reflection/Sharing - Part II and III*;
- (c) multiple opportunities for classroom observations, both formal and/or informal, to be conducted by the assigned appraiser and other administrators;

- (d) cumulative data of written documentation collected by the appraiser regarding job-related teacher performance, in addition to formal classroom observations;
- (e) a goal evaluation process and the completion of the *Professional Development: A Plan for Student Learning - Goal Evaluation - Part IV*;
- (f) a written summative annual appraisal report, the *Professional Development: A Plan for Student Learning - Summative Conference Data - Part V* completed by the appraiser; and
- (g) a summative annual conference to be held with the teacher and appraiser.

Specific and detailed information about the process and following topics may be found in a separate publication, *Cypress-Fairbanks Independent School District Professional Development: A Plan for Student Learning for Teacher/Paraprofessional Appraisal and Compensation*:

- the appraisal standards, domains and criteria;
- a “Teacher in Need of Assistance Plan;”
- the teacher response and appeal process;
- appraiser qualifications;
- requirements for teacher orientation; and
- specific appraisal timelines.

COMPENSATION PLAN FOR PROFESSIONAL DEVELOPMENT EXPERIENCES

Rationale

At the core of a plan to offer compensation for professional development lies the assumption that there is a strong and direct relationship between staff development and improvements in student learning. That link is strengthened by current research cited in the professional literature.

Expectations/Eligibility - Teachers

The belief that continuous professional development is vital to teacher and student growth undergirds this plan. Beginning in 2002-03, district expectation is that teachers should earn twenty-five (25) clock hours of professional development annually OR seventy-five (75) clock hours of professional development during the three most recent years. Due to the extraordinary conditions caused by Hurricanes Rita and Katrina in 2005-06, however, the following four-year window will be used to determine the 75 hours for 2007-08 school year: 2007-08, 2006-07, 2005-06, 2004-05. The three-year window will resume in 2008-09 (2008-09, 2007-08, 2006-07).

If a teacher has 25 hours for the current year, it is not necessary to look back to any previous years – this meets the 25/75 hours’ expectation and is eligible for consideration for "Exceeds Expectations" in Domain VI of *CFPDAS*. In the event that the teacher does not have 25 hours in the current year, the professional development records of the previous four years need to be reviewed to determine if there is a minimum of 75 hours during these four years. If there are 75

hours, this meets the 25/75 hours expectation and is eligible for consideration for "Exceeds Expectations" in Domain VI of *CFPDAS*.

Teachers on Appraisal Plans I or II are eligible to participate in the compensation plan. Progress toward the 25 hours annually or 75 hours over the four-year period will be reviewed at the summative conference, and, if the expectation is not met, the teacher and supervisor will discuss any apparent concerns and possible extenuating circumstances. Evidence of implementation and the link that exists between the activities and district/campus goals will also be discussed.

For appraisal purposes, the "Proficient" standard of Domain VI of *CFPDAS* should be based upon successful engagement in and implementation of professional development activities "on-contract" (district and campus professional development). The "Exceeds Expectations" standard should be based upon successfully seeking out, engaging in, and implementing professional development activities "off-contract."

Plan I teachers eligible to move to Plan II who have not earned 25 hours in the current year or 75 hours in the previous four years will not move to Plan II, barring extenuating circumstances determined by the appraiser. Plan II teachers who have not earned 25 hours in the current year or 75 hours in the previous four years' hours will return to Plan I for at least one year, barring extenuating circumstances determined by the appraiser.

Professional Development Experiences Approved for Compensation

The courses listed in the district's staff development on-line catalog indicate if an activity is eligible for compensation. Other courses not provided in the district professional development program must receive prior approval from the appropriate content-area coordinator in order to be eligible for compensation. Additional information concerning the specific requirements for courses approved for compensation may be found in a separate publication, *Cypress-Fairbanks Independent School District Professional Development: A Plan for Student Learning for Teacher/Paraprofessional Appraisal and Compensation*.

Payment for Teachers

Each clock hour activity - up to a maximum of forty-five (45) hours - will earn \$10.00 per hour. Each college hour - up to a maximum of six (6) hours - will earn \$75.00 per hour. A combination of clock and college hours will be awarded up to a maximum of \$450.00. Compensation payments will be made annually on July 31, 2008 for hours earned from May 1, 2007 to April 30, 2008. Compensation under this plan requires that the teacher be employed with the district the last student day of the current school calendar. The completed application must be filed no later than June 15 in the Staff Development office and approved for payment by the appraiser/principal.

Time Equivalency

A campus may choose to designate a campus professional development day as a "Time Equivalency" day. The principal is responsible for setting the parameters for acceptable activities which may be used. The seven hours required for credit toward the Time Equivalency day must be earned off-contract and prior to the scheduled Time Equivalency day.

An employee who has not accrued the required professional development credit prior to the Time Equivalency day must report to work as directed by the principal or follow the procedures for non-discretionary leave.

Failure to adhere to these procedures will result in a reduction in the employee's salary equal to that employee's daily rate of pay.

A principal may not approve the use of discretionary leave on a staff development day except in the event of extenuating circumstances.

COMPENSATION PLAN FOR PARAPROFESSIONALS

Expectations/Eligibility

Paraprofessionals may choose to take part in the compensation plan in accordance with the guidelines established by the Ancillary Department. Those guidelines include:

- that all courses must be job-related (computer classes are considered job-related to all positions) and approved by the district;
- the paraprofessional must complete all course requirements;
- all hours must be earned off-contract or after normal work hours; and,
- that all non-district classes have prior approval of the appropriate supervisor.

The paraprofessional may also be compensated under the Paraprofessional Teacher Certification program under the following conditions:

- the paraprofessional has a degree plan on file in the Ancillary Human Resources Department which leads to a degree in education or teacher certification; and,
- the paraprofessional is earning college credit toward a degree in education or teacher certification and can verify the work with either a transcript or grade report form.

Payment for Paraprofessionals

Each clock hour activity in the professional development program taken off-contract up to a maximum of thirty (30) hours will earn \$7.00 per hour.

Each college hour in the Paraprofessional Teacher Certification program, up to a maximum of six (6) hours, will earn \$75.00 per hour. College hours in excess of 6 may not be converted to professional development hours.

A combination of clock and college hours will be awarded up to a maximum of \$660.00. Compensation payments will be made on July 31, 2008 for hours earned from May 1 to April 30, 2008. Compensation under this plan requires that the paraprofessional be employed with the district the last student day of the current school calendar. The completed application must be approved for payment by the appraiser/principal/supervisor and filed no later than June 15 in the Staff Development Office.

Time Equivalency

A campus may choose to designate a campus professional development day as a “Time Equivalency Day.” The principal is responsible for setting the parameters for acceptable activities which may be used. The seven hours required for credit toward the TE day must be earned off-contract and prior to the scheduled TE day.

An employee who has not accrued the required professional development credit prior to the Time Equivalency day must report to work as directed by the principal or follow the procedures for non-discretionary leave.

Failure to adhere to these procedures will result in a reduction in the employee’s salary equal to that employee’s daily rate of pay.

A principal may not approve the use of discretionary leave on a staff development day except in the event of extenuating circumstances.

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 for printing, distribution, and security positions should inquire at the Human Resources Office located at 10300 Jones Road, Suite 229, Houston, TX 77065. Applicants for maintenance, bus driving, bus attendant, transportation serviceman, mechanic, mechanic helper, custodian, and food service positions should contact the Maintenance Department, 11430 Perry Road, Falcon Transportation Center, 11430 Falcon Road, or the Food Production Center, 11355 Perry Road. All applicants must complete an application form and be interviewed and screened by the appropriate personnel supervisor. Applicants may also be interviewed by the supervisor in the area wherein a job exists.

Applications are kept current and updated for one year. 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 28. 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 41-45.

EMPLOYMENT PROCEDURES AND WORK RULES

Ancillary personnel shall serve at will, are not employed for any specified length of time, and have no property rights in their employment.

Assignments

The original assignment is made at the time of employment, except in operations and food service, where a nucleus of substitute workers in a department are called when or as needed.

Employees assigned to craft positions which require licensing or certification are responsible for maintaining a current license/certification.

The work weeks and daily time schedules will be established by the administration based on the needs of the district and are subject to change when necessary.

Transfers

Employees can be transferred at any time due to changes in enrollment or district requirements. **Any employee may be assigned to any facility in the Cypress-Fairbanks Independent School District, whether the employee requests such an assignment or not.** Refusal to accept an assignment to a designated facility will be interpreted as a resignation on the part of the employee.

Voluntary Transfer

Employees who wish to transfer from one building to another within the same department within maintenance and operations, food service, media center, transportation (excluding bus drivers and attendants), distribution center, mail service and computer repair, will need to first talk with his/her immediate supervisor about his/her interest in making a job change; then apply directly to the supervisor who has the opening.

Staff Development Compensation

Effective school year 2006-07, an ancillary employee who is enrolled in an accredited college or university working towards a degree in teacher education/certification may qualify for staff development compensation. The employee should submit a degree plan to the Ancillary Personnel Department and submit an application for the compensation using the Staff Development Compensation form found on the CFISD website, www.cfisd.net, Staff Development. Reimbursement for up to six college semester hours earned from May 1 to April 30 immediately preceding the July 31 payment time may be paid at the rate of \$75 per hour (\$450). Compensation under this plan requires that the employee be actively employed with the district the last student day of the current school calendar. The completed application with transcripts or grade reports attached must be approved for payment by the appraiser/supervisor and filed no later than June 15 in the Staff Development Office.

Identification Badges

Employees will be photographed at the time of processing and an ID badge will be prepared for the employee's use at no cost to the employee. Each hourly employee will wear his/her ID badge

at all times during normal working hours and overtime. It 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 department supervisor within three business days to get a replacement. There will be a \$10.00 replacement fee for all lost badges. An ID badge will be replaced at no cost to the employee if the badge is mutilated/damaged; however, the employee should 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.

Evaluations

Written employee evaluations are required annually; however, periodic observations and evaluations are made as frequently as deemed appropriate by the employee's immediate supervisor.

Evaluations are intended to provide the employee and supervisor a mutual understanding of job requirements and performance which can and should be improved. The evaluations will focus on job performance and safety as well as other appropriate facts. This evaluation shall be discussed in detail with the employee by his/her immediate supervisor. The employee shall have the opportunity to make any comments he/she wishes in writing on the evaluation form.

The following scale will be applied when evaluating an employee's attendance:

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 jury duty, bereavement, religious holidays, military service, those absences in response to a lawfully issued subpoena to a non party of interest, and those protected under the Family and Medical Leave Act are not counted in the total used for the performance evaluation rating. Those worker's compensation and temporary disability absences exceeding the FML days will be included in the number of absences for the evaluation rating.

Employees receiving a less than satisfactory evaluation will not be eligible to receive a GRI (General Rate Increase) the following school year. The employees' salaries will be frozen at their present amounts.

Signing of the evaluation form does not indicate that the employee agrees with the evaluation, but it ensures that each employee has seen his/her evaluation and has had an opportunity to comment in writing. Employees will receive copies of their evaluation forms following their evaluation conferences.

The original copy of the evaluation form will be retained in the employee's personnel file which is located in the Ancillary Personnel Office. The evaluation period for hourly personnel shall be from April 1- March 31.

Operators of District Vehicles/Mobile Equipment

All persons who drive a district vehicle or operate mobile equipment must undergo an annual driver's license record check. An acceptable driving record as determined by the Texas School Bus Drivers' Driving Evaluation criteria (less than 10 points) must be shown in order to operate a district vehicle/mobile equipment. Employees who receive a citation while driving a district vehicle must notify his/her immediate supervisor immediately.

Drivers who are required to hold a CDL will be required to take a physical every two years and will be assigned to the random drug testing pool.

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

Unauthorized use of a district vehicle includes using the vehicle to run personal errands and transporting unauthorized passengers.

Notification of Traffic Violations

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

Employees who operate mobile equipment other than vehicles must also notify his/her supervisor in writing and within 30 days of a conviction for any traffic violation (except parking).

Absence

Regular, prompt, and reliable attendance is an essential job function. Employees are expected to report to work on time on a regular basis. Employees who will be absent or late arriving to work are required to contact their designated department prior to the beginning work time, and according to departmental procedures regarding who to contact and when contact must be made. Excessive and/or undocumented absences may lead to disciplinary action up to and including termination.

A doctor's release will be required and must be presented to the department office or supervisor before returning to work for any absence of more than three (3) consecutive days. The Cypress-Fairbanks Independent School District does reserve the right to check with the doctor on an employee's work status to determine if the employee can perform his/her assigned duties.

Tardies

An employee who is late to work six (6) minutes or more is officially counted as tardy. Excessive tardiness (six [6] annually or during an evaluation cycle) can justify termination. Employees who are one (1) to five (5) minutes late are not to work on time. Frequent occurrences of arriving to work late, but not officially tardy, can be addressed with the employee for corrective measures. Six (6) occurrences of arriving late will equate to one (1) tardy.

Time Clocks/Swiping

Employees required to use the swipe card for attendance/compensation purposes should not swipe in more than six (6) minutes prior to his/her scheduled start time or swipe out more than six (6) minutes after his/her scheduled departure time without a supervisor's pre-approval. Overtime must be pre-approved and will be reported via an exception report.

Promotions

A director whose department has a job opening will contact the Director of Ancillary Personnel. The Director of Ancillary Personnel will post the opening for 10 workdays. If a newspaper posting is requested, it must be approved by the department's associate superintendent. This notice shall be posted by directors/supervisors at all sites so that all employees have access to notification of the opening. Any employee interested in applying must follow the directions on the posting and the procedure listed below:

1. Notify his/her immediate supervisor and then contact the department which has the opening.
2. All applicants, both from within the district and from outside the district, may be interviewed by the assistant director of the respective department.
3. All promoted non-contract employees will be in training for 90 days. During this time, the employee may be terminated or returned to his/her original or an equivalent position if he/she is not performing satisfactorily.

Work Cancellation Day

When school is dismissed by the superintendent for bad weather or for any other reason, employees will not be required to work unless otherwise notified by the supervisor. (See District Emergency Procedure on page 9 of this Handbook.)

Compensation for canceled work days:

1. Canceled work days can be taken as an earned personal business day or an earned vacation day.
2. Employees without an earned personal business day or vacation day will be docked for canceled days.

Resignations

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.

An employee who resigns must have an exit interview with the immediate supervisor and/or the Assistant Director for Human Resources, fill out the necessary forms (resignation and TRS), and turn in issued equipment, materials, keys, parking lot gate key, badge and uniforms, etc. Costs of uniforms may be deducted from an employee's final paycheck for failure to return district uniforms within three (3) work days of resignation or termination.

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 pages 100-103 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.
- √ Unused vacation days will be paid at the employee's current daily rate.
- √ All inquiries regarding terminating membership in the Teachers Retirement System of Texas (TRS) and withdrawing member contributions need to be addressed directly with

TRS. Write directly to TRS at 1000 Red River Street, Austin, TX 78701-2698; email to www.trs.state.tx.us; or call 1-800-223-8778.

- √ Social Security questions may be answered by calling the Social Security office at 1-800-772-1213 or 713-290-0660.

Refer questions to:

Human Resources (Ancillary)	Jan Price	281/897-4033
457 Retirement Savings Plan	Becky Knight	281-897-4020
Payroll Department	Kay Ross	281-897-4109
Insurance Department	Judy Durham	281-897-4339
TRS	Business Office	1-800-223-8778
Social Security	1-800-772-1213 or	713-290-0660

Dress and Grooming

District employees shall dress in a clean, neat, safe, professional manner, appropriate to their assignments in the district. Personal dress or grooming should not be disruptive to other employees or unsafe in regard to working around machinery and equipment.

Each employee needs to check with his/her supervisor for specific dress/grooming codes.

Language

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.

Student Contact

Hourly employees shall limit conversations with students to that required to perform their duties.

An hourly employee shall not attempt to discipline or punish a student. Hourly employees shall refrain from physical contact with students of a disciplinary nature. The need for discipline shall be reported to a teacher or administrator for action.

An hourly employee shall not attempt to lift an injured student, except at the school supervisor's request. Injuries shall be reported to the teacher, principal or staff supervisor.

An hourly employee shall not allow any student into the building or classrooms before or after school hours without the principal's written approval.

Outside Employment

Any additional or supplementary part-time employment accepted by employees must not, in any way, interfere with the complete and efficient performance of duties.

Procedures For Assigning and Searching Employee Lockers

1. Cypress-Fairbanks Independent School District seeks to provide lockers for its employees' convenience when possible. A locker may be assigned to any employee for his/her use, but the locker remains the property of Cypress-Fairbanks Independent School District.
2. Employees who have lockers assigned to them must sign the Locker Assignment form and are responsible for the contents. A locker may be searched if there is a reasonable cause or, if necessary, to recover district property. Cypress-Fairbanks Independent School District will attempt to notify the involved person prior to the search, and he/she should be present at the time of the search, if possible. Prior notice may not be possible.
3. Emergency situations may necessitate a search without notice to the person assigned to the locker, but in the absence of the individual, a second party shall witness any search. An inventory of the contents shall be made.
4. Administrators/supervisors must ensure that all employees under their direction or supervision are aware of the procedures for assigning and searching lockers.
5. It is the responsibility of supervisors to obtain signed statements from current employees under their direction or supervision who have been assigned a locker. Supervisors must also ensure that a signed statement is obtained from any new employee who is assigned a locker.

Safety and Reporting Accidents

To attain the maximum results from a safety program, each of us must be dedicated to the idea that every accident and loss can be prevented. We must believe that it is worth our time and effort to prevent even one minor injury that could have been serious, or one minor damage incident that could have been a major loss.

Ancillary employees involved in an accident while on the job shall notify their department office, immediate supervisor, or school principal as to the nature of the accident and type of medical care required. If the accident/injury requires medical attention, the employee shall be sent to the nearest medical professional, facility or personal doctor for medical care.

The employee shall report to the building principal or his/her immediate supervisor as soon as possible and within a 24-hour period in order to prepare the employee accident form "Employee's First Report of Injury or Illness". See Section V of this Handbook for Workers' Compensation guidelines, pages 123-126.

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.

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.

PAYROLL PROCEDURES

Regular Pay

An employee will be paid his/her regular rate of pay for the first 40 hours earned each week including vacation, sick leave, and/or holidays.

Overtime Pay

An employee will be compensated at 1 ½ times his/her regular rate for hours worked in excess of

40 work hours in each week. Vacation, sick leave, personal leave time is not included in determining hours worked in a week.

Holiday Pay

An hourly 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, regardless of other hours worked in a work week.

If the hourly employee is eligible for holiday pay (260 day employees), the 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 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 hourly employee is not eligible for holiday pay (works a schedule less than 260 days), the hourly employee will receive two times his/her regular hourly rate for actual hours worked on the non-optional holiday.

Timekeeping Records

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.

Payday

Employees are paid on a bi-weekly basis. Payroll information will be made available to each employee at a designated time dependent on the employee's work schedule. Direct deposit or pay card is available for all employees.

Salary 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 bi-weekly deduction (which will increase from 6.4% to 6.58% effective September 1, 2007) 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.
3. Federal Income Tax, according to the employee's filing status and amount earned, is also deducted from the bi-weekly paycheck.
4. Other deductions approved are the employee's choice of:
 - a. insurance (Life/Medical, Dental, Disability, Cancer)

- b. Credit Union loans
 - c. Credit Union savings
 - d. savings bonds
 - e. tax sheltered plans: annuities, 403(b) and the district's retirement savings plan, 457
 - f. professional dues
 - g. combined charities
 - h. Dollars for Scholars
5. An employee who is in violation of district practices and causes damage to district equipment or tools may have the costs of such damaged, equipment or tools deducted from his/her paycheck.

Errors and Discrepancies in Salaries

Employees should always discuss errors or discrepancies of payroll information with their immediate supervisors **or their respective payroll department**. If a satisfactory answer is not obtained, the employee should call the **Payroll Department, (281/897-4110)**.

Pay Raises

Pay raises are based on evaluations and demonstrated ability. Regular reviews of an employee's work habits are maintained to properly analyze progress. Increases 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 a pay increase. An employee who has been employed in the district for less than ninety (90) workdays will not be eligible for the general rate increase.

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.

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.

After appropriate forms have been completed and presented to the Payroll Department, the employee may pick up his/her payroll information from the respective department offices or the Payroll Department.

Change of Name, Address, or Telephone Number

Whenever an employee changes his/her name, address, or telephone number, it is his/her responsibility to inform the Ancillary Personnel Office of the change. Change forms may be obtained from the Ancillary Personnel Office, school offices, supervisor, respective department personnel office or on-line at <http://inside.cfsd.net>.

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.
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 (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 _____