

COLLEGE STATION ISD

Employee Handbook 2009-2010

SUCCESS...EACH DAY...EACH LIFE... EACH HOUR

District information

Mission Statement

Policy AE (Local)

Success each day...each life...each hour

The Mission of College Station Independent School district, in partnership with the community, is to provide a quality education that prepares our students for the challenges of life.

District Goals and Objectives

Policies AF

PUBLIC EDUCATION MISSION, GOALS, AND OBJECTIVES

The mission of the Texas public education system is to ensure that all Texas children have access to a quality education that enables them to achieve their full potential and fully participate now and in the future in the social, economic, and educational opportunities in our state and nation. That mission is grounded on the conviction that a general diffusion of knowledge is essential for the welfare of Texas and for the preservation of the liberties and rights of Texas citizens. It is further grounded on the conviction that a successful public education system is directly related to a strong, dedicated, and supportive family and that parental involvement in the school is essential for the maximum educational achievement of a child. The objectives of public education are:

OBJECTIVE 1: Parents will be full partners with educators in the education of their children.

OBJECTIVE 2: Students will be encouraged and challenged to meet their full educational potential.

OBJECTIVE 3: Through enhanced dropout prevention efforts, all students will remain in school until they obtain a diploma.

OBJECTIVE 4: A well-balanced and appropriate curriculum will be provided to all students.

OBJECTIVE 5: Qualified and highly effective personnel will be recruited, developed, and retained.

OBJECTIVE 6: Texas students will demonstrate exemplary performance in comparison to national and international standards.

OBJECTIVE 7: School campuses will maintain a safe and disciplined environment conducive to student learning.

OBJECTIVE 8: Educators will keep abreast of the development of creative and innovative techniques in instruction and administration using those techniques as appropriate to improve student learning.

OBJECTIVE 9: Technology will be implemented and used to increase the effectiveness of student learning, instructional management, staff development, and administration.

The academic goals of public education are to serve as a foundation for a well-balanced and appropriate education. The students in the public education system will demonstrate exemplary performance in:

GOAL 1: The reading and writing of the English language

GOAL 2: The understanding of mathematics

GOAL 3: The understanding of science

GOAL 4: The understanding of social studies.

Education Code 4.001, 4.002

Belief Statements

Demographics

CSISD should broaden and expand its existing efforts to engage all students and their families, including being more assertive in communicating and connecting to the economically disadvantaged and underrepresented student populations.

To help our students in today's global economy, CSISD needs to create new opportunities for students to learn about other cultures and more languages at all levels, Head Start-12.

CSISD should systematically encourage all students, specifically targeting economically disadvantaged and underrepresented student populations, to take advantage of challenging academic offerings to prepare them for post secondary education and the workforce.

CSISD should seek and develop faculty and staff that are capable of meeting the wide array of instructional needs of an increasingly diverse student population.

Technology

In partnership with other agencies, CSISD should provide accessibility to emerging and challenging technologies for every student.

Technology should be used to increase all students' knowledge base and enhance their interest in learning.

Technology should be an integral tool in teaching, learning and assessment.

Students should be fluent in a variety of relevant technologies and be able to easily adapt to new technologies.

Accountability

While recognizing the importance of achieving high educational ratings, CSISD's primary focus should be on challenging, relevant and engaged student learning that prepares graduates to be ready for post secondary educational experiences and productive members in the work force. The district and all schools should earn at least an Acceptable rating.

CSISD should employ multiple measures of accountability, ensure measured progress over time and provide public access to the results.

College/Workforce Readiness

CSISD should establish a wider array of workforce readiness programs to meet the expanding needs of its students and the needs of the workforce.

CSISD should prepare all students for post-secondary education.

CSISD should be competitive with peer school districts with regard to the number of college credit hours students may earn while in high school.

Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Suggestions for additions and improvements to this handbook are welcome and may be sent to the Director of Human Resources at 979-764-5411.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of noncontract employees in any way. Rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed on line at <http://www.tasb.org/policy/pol/private/021901/>

District information

Description of the district

College Station Independent School District has been a consolidated district since 1941 when the public school was moved from the Texas A&M University campus to facilities on Timber Street. The District encompasses some 97 square miles in the southern portion of Brazos County and is fully accredited by the Texas Education Agency.

The College Station Independent School District is an equal opportunity employer. The Board of Trustees and its agents, officers and staff members shall not discriminate on the basis of race, disabling condition age, color, religion, sex, national origin, or any other legally protected status in making decisions regarding staff members or students.

CSISD BOARD PRIORITIES 2009-2010

Priority 1: Actively communicate to the community, staff and students the District's strengths and challenges in an environment that promotes trust.

Priority 2: Promote a learning environment that is safe and results in academic, social and emotional success while encouraging a healthy lifestyle for each student.

Priority 3: Maximize resources in order to create highly successful students

CSISD BOARD GOALS 2009-2010

Goal 1: All Students Will Achieve Academic Success

Goal 2: Educational Opportunities Will Meet the Unique Academic, Social and Emotional Needs of All Students

Goal 3: Educational Practices Will Be Predicated On Scientifically Based Research

Goal 4: Parents and Community Members Will Be Actively Engaged

Goal 5: A Safe And Supportive Environment Will Be Provided For All Students.

Board of trustees

Policies BA, BAA, BBA, BBB, BBE, BE, BEC, BED

Texas law grants the board of trustees the power to govern and oversee the management of the district's schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal law and regulations.

The board of trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the district's children. Trustees are elected each year on the first Saturday in May and serve three-year terms. Trustees serve without compensation, must be registered voters, and must reside in the district.

Regular meetings of the Board are held on the third Tuesday of each month at 7:00 p.m. and are open to the public. The board usually meets in the CSISD Administration building at 1812 Welsh Ave., College

Station, Texas. In the event that large attendance is anticipated, the board may meet at other locations. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted glass enclosed display case on the front of the CSISD Administration Building at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a two-hour notice.

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

Administration

Central Administration Office

Dr. Eddie Coulson, Superintendent
Greg McIntyre, Deputy Superintendent for Curriculum and Instruction
Dr. Clark Ealy, Deputy Superintendent for Administrative Services
Amanda Dotson, Chief Financial Officer
Chuck Glenewinkle, Director of Communications
Glynn Walker, Director of Human Resources
Donna Adams, Director of Instruction
Becky Burghardt, Director of Curriculum
Diane Dahm, Director of Child Nutrition Services
Dr. Catherine George, Director of Special Services
Chrissy Hester, Director of Administrative Services
Sharon Jackson, Director of Head Start/Pre-Kindergarten
Jackie Janacek, Director of Computer Services
Judy McLeod, Director for Career Tech and Community Education
David Norton, Director of Operations
Robin Oberg, Director of Special Programs
Dr. Leslie Schueckler, Director of Assessment
Hector Silva, Director of Transportation
Jim Slaughter, Athletic Director
Teri Watson, Director of Curriculum

Campuses

Ernest "Buddy" Reed, Principal - A&M Consolidated High School
Nkrumah Dixon, Principal, A&M Consolidated Middle School
Oliver Hadnot, Principal - College Station Middle School
Rick Hill, Principal - Cypress Grove Intermediate
Kate Schoen, Principal - Oakwood Intermediate
Jane Rankin, Principal - College Hills Elementary
Tami Laza, Principal – Creek View Elementary
Teresa Katt, Principal - Forest Ridge Elementary
Donna Bairrington, Principal - Pebble Creek Elementary
Mike Martindale, Principal - Rock Prairie Elementary
Laura Richter, Principal – South Knoll Elementary
Kristiana Hamilton, Principal - Southwood Valley Elementary
Mergie Martinez, Principal - Alternative Education Programs

Employment

Equal employment opportunity *Policies DAA, DIA*

The College Station ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, military status, genetic information or on any other basis prohibited by law. Employment decisions will be made based on each applicant's job qualifications, experience, and abilities. Employees with questions or concerns relating to discrimination on any of the basis listed above should contact the Director of Human Resources.

Job vacancy announcements *Policy DC*

Announcements of job vacancies by position and location are distributed on a regular basis and posted at the central administration building, campus offices, CSISD News First Class email and on the district's Web site.

Employment after retirement

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed in limited circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment After Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Web Site (www.trs.state.tx.us).

Contract and noncontract employment *Policies DC, DCA, DCB, DCC, DCD, DCE*

State law requires the district to employ all full-time professional employees in positions requiring a certificate from State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

Probationary contracts. Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after at least a two-year lapse in district employment also may be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed one school year. For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term contracts. Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. Campus principals and central office administrators are employed under a two-year term contract. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract and employment policies.

Noncertified professional and administrative employees. Employees in professional and administrative positions that do not require SBEC certification (such as noninstructional administrators) are employed by a one-year contract that is not subject to the procedures for nonrenewal or termination under the Texas Education Code.

Paraprofessional and auxiliary employees. All paraprofessional and auxiliary employees, regardless of certification, are employed at will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Searches and alcohol and drug testing

Policy DHE

No investigatory searches in the workplace, including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, work areas, including district-owned computers, lockers, and private vehicles parked on district premises or work sites or used in district business.

Employees required to have a commercial driver's license. Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people, counting the driver; drivers of large vehicles; or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements when their duties include driving.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted if reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required having a CDL or who is otherwise subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs. Employees with questions or concerns relating to alcohol and drug policies and related educational material should contact the Human Resources Office.

Health safety training

Policies DBA, DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification to Jeff Mann before supervision of students begins.

Reassignments and transfers

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes.

Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA (Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Human Resources Office and must be approved by the receiving supervisor.

Workload and work schedules

Policies DEA, DL

Professional employees. Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including required days of service and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation, including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

Paraprofessional and auxiliary employees. Support employees are employed at will and will be notified of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees are not exempt from overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor.

Notification to parents regarding qualifications

Policies DK, DBA

In schools receiving Title I funds, the district is required by the No Child Left Behind Act (NCLB) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. NCLB also requires that parents be notified if their child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

Texas law also requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notification under NCLB is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) or individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request.

All SBEC certified professional and paraprofessional employees are required to keep personal address and email current with the State Board of Educator Certification of Texas. Only the certificate holder is allowed to update personal information. The website is <http://www.sbec.state.tx.us>.

Employees who have questions about their certification status can call the Human Resources Office.

Outside employment and tutoring

Policy DBD

Employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

Performance evaluation

Policies DN, DNA, DNB

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, have a performance conference with their supervisor, and get the opportunity to respond to the evaluation.

A teacher may be appraised less frequently if the teacher agrees in writing and the teacher's most recent evaluation rated the teacher as at least proficient, or the equivalent, and did not identify any area of deficiency.

District teachers who meet the criteria listed below shall be eligible for a less-than-annual appraisal as permitted by law. To be eligible, a teacher shall:

1. Have completed two years of service in the District; and
2. Not be on a school District permit.

A teacher who qualifies for a less-than-annual appraisal shall be scheduled for a complete PDAS appraisal every third year. Please refer to Board policies DNA (Legal) and DNA (Local) for a complete description of teacher appraisal.

Employee involvement

Policies BQA, BQB

At both the campus and district levels, College Station ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or from District Administrative Offices.

Staff development

Policy DMA

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for noninstructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development. Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Compensation and benefits

Salaries, wages, and stipends

Policy DEA

Employees are paid in accordance with administrative guidelines and a pay structure established for each position. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each overtime hour worked beyond 40 in a workweek.

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact the Human Resources Office for more information about the district's pay schedules or their own pay.

Annualized compensation

Policy DEA

The district pays all salaried employees over 12 months regardless of the number of months employed during the school year. Salaried employees will be paid in equal monthly or bimonthly payments, beginning with the first pay period of the school year. An employee, who separates from service before the last day of instruction or retires under TRS, will receive in his or her final paycheck, a lump sum payment for wages actually earned from the beginning of the school year to the date of separation. Employees that separate after the last day of instruction will continue to receive paychecks through the end of the summer.

Paychecks

All CSISD employees are paid on approximately the 10th and 25th of the month. The payroll schedule listing pay periods and pay dates can be obtained in the Business Office. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization.

An employee's payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated. Contact the Human Resources Office or Payroll in the Business Office if you have questions about your payroll statement. The schedule of pay dates for the 2009-2010 school year is found on page 64 of this handbook.

Automatic payroll deposit

The district requires employees to enroll in automatic payroll deposit. Employees must have their paychecks electronically deposited into an account at any financial institution of their choosing. Contact the Human Resources Office or the Business Office for more information about the automatic payroll deposit.

Payroll deductions

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS)
- Federal Income Tax
- Medicare Tax (applicable only to employees hired after March 31, 1986)

Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans. Employees also

may request payroll deduction for payment of membership dues to professional organizations. Salary deductions are automatically made for unauthorized or unpaid leave.

Overtime compensation

Policy DEA

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor.

Overtime is legally defined as all hours worked in excess of 40 hours in a work week and is not measured by the day or by the employee's regular work schedule. Nonexempt employees that are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless they work more than 40 hours. For the purpose of calculating overtime, a workweek begins at 12:00 a.m., Monday and ends at 11:59 p.m., Sunday.

Employees may be compensated for overtime at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate up to 60 hours of comp time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval as workload permits, or at the supervisor's direction.
- An employee may be required to use comp time before using any other available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

Travel expense reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the district. Employees must submit receipts, to the extent possible, to be reimbursed for expenses other than mileage.

Health, dental, and life insurance

Policy CRD

Group health insurance coverage is provided through TRS-ActiveCare, the statewide public school health insurance program. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Employees eligible for health insurance coverage include the following:

- Employees who are active, contributing TRS members
- Employees who are not contributing TRS members and who are regularly scheduled to work at least 10 hours per week

TRS retirees who are enrolled in TRS-Care (retiree health insurance program) and employees who are not contributing TRS members who are regularly scheduled to work less than 10 hours per week are not eligible to participate in TRS-ActiveCare.

The insurance plan year is from September 1 through August 31. Current employees can make changes in their insurance coverage during open enrollment each spring. Detailed descriptions of insurance coverage, employee cost, and eligibility requirements are provided to all employees in a separate booklet. Employees should contact the Coordinator or Employee Benefits for more information.

Supplemental insurance benefits

Policy CRD

At their own expense, employees may enroll in various supplemental insurance programs. Premiums for these programs can be paid by payroll deduction. Employees should contact the Coordinator of Employee Benefits for more information.

Cafeteria plan benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

Workers' compensation insurance

Policy CRE

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage from Texas Association of School Boards, effective on the first day an employee begins working for the district. Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the campus principal or department supervisor. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. See *Workers' compensation benefits*, for information on use of paid leave for such absences.

NOTICE OF POLITICAL SUBDIVISION WORKERS' COMPENSATION ALLIANCE REQUIREMENTS FOR WORK RELATED INJURIES

Your employer has chosen the Political Subdivision Workers' Compensation Alliance (the Alliance) to manage the health care and treatment you may receive if you are injured at work. The Alliance includes a list of health care providers who are trained in treating work related injuries and getting people back to work safely.

When you are injured at work....

Tell your supervisor or employer immediately. For emergencies, you may go to the nearest emergency room. Otherwise, you must choose a treating doctor from the list on the web site below. Your employer will assist with any questions about how to obtain treatment. You may also contact your adjuster at the TASB Risk Management Fund (the Fund) for any questions about treatment for a work related injury. The Fund is your employer's workers' compensation coverage provider. They work with your employer to ensure you receive timely health care. The goal is to return you to work as soon as it is safe to do so.

When you are injured, you may locate a medical provider on line at www.pswca.org.

You may contact your adjuster at the TASB Risk Management Fund at 800- 482-7276.

Unemployment compensation insurance

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact the Coordinator of Employee Benefits.

Teacher retirement

Policy DEG

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at

least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify TRS as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the Web (www.trs.state.tx.us).

Long-Term Disability Insurance

Policy DEB

The Board shall provide a long-term disability policy for all employees of the District who are employed for at least 30 hours per week. Eligibility and benefits shall be limited to those enumerated in the policy in force at the time the employee becomes disabled.

Leaves and absences

Policy DEC, DECA, DECB

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call the Human Resources office for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any employee who is absent more than three (3) days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee's fitness to return to work.

Employees on an approved leave of absence other than family and medical leave may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the Family and Medical Leave Act will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Personal and local sick leave is earned on a daily basis. Leave is available for the employee's use upon initially reporting for duty. If an employee leaves the district before the end of the work year, the cost of any unearned leave days taken shall be deducted from the employee's final paycheck.

Personal leave

State law entitles all employees to five days of paid personal leave per year. Personal leave is earned at a rate of one-half a workday for each 18 workdays of employment. A day of earned personal leave is equivalent to an assigned workday. State personal leave accumulates without limit, is transferable to other Texas school districts and generally transfers to education service centers. There are two types of personal leave: nondiscretionary and discretionary.

Nondiscretionary. Leave that is taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allows very little, if any, advance planning. Nondiscretionary leave will be granted to employees in the same manner as state sick leave.

Discretionary. Leave that is taken at an employee's discretion and that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request three (3) days in advance of the anticipated absence to his or her principal or supervisor. Discretionary personal leave will be granted on a first-come, first-served basis. The effect of the

employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Discretionary personal leave will be granted on a first-come, first-served basis and will be subject to the following limitations:

1. A maximum of six percent of campus employees in each job category will be permitted to take discretionary personal leave at the same time.
2. Discretionary leave may not last more than three consecutive work days, except with special approval for extenuating circumstances.
3. Discretionary leave may be more restricted, and is discouraged, on the following key days:
 - a. On days stipulated in the school calendar as staff development days.
 - b. On days and evenings set aside for open house.
 - c. On the first and last five student days of each semester.
 - d. On the day immediately preceding or following school holidays.
 - e. For more than three consecutive workdays.

For special events in an employee's immediate family, such as college graduations or weddings, an exception to this policy may be approved by the Director of Human Resources. The exception must be requested in writing, (and/or email) and approval secured at least one week in advance of the anticipated absence. Only special events in an employee's immediate family will be considered. Activities related to travel for pleasure or business shall not be considered an exception.

Sick leave

Previously accumulated state sick leave is available for use and may be transferred to other school districts in Texas. Sick leave can be used only in half-day (1/2) increments except when coordinated with family and medical leave taken on an intermittent or reduced-schedule basis or when coordinated with workers' compensation benefits. If an employee uses more sick leave than he or she has earned, the cost of unearned sick leave will be deducted from the employee's next paycheck.

State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local leave

Local sick leave, if any shall be used before state sick leave accumulated prior to the 1995-1996 school year and under the terms and conditions applicable to such state sick leave, except as otherwise provided by this policy. State sick leave accumulated prior to the 1995-1996 school year shall be used before state personal leave.

Vacation Leave

A 240 or 260 day employee wishing to take earned vacation days must complete the appropriate Vacation Leave form and submit the request to his/her supervisor. This request must be submitted five (5) business days in advance of the anticipated absence. Vacation days will be granted on a first come, first serve basis and will be subject to the following limitations:

- (1) A maximum of 6% of a department's employees, in each job category, would be permitted to take vacation leave at the same time. This percentage will be set by each department and communicated to its employees.
- (2) Since each department has times of the year when the workload is intense and requires 100% of the staff to be present, no vacation time would be granted during this time. Each department would identify these days and communicate them to each employee. (Example: the two weeks before and the two weeks after the first day of classes for the school year are non-vacation days for the Maintenance Department.)

Note: Supervisors would have the ability to grant exceptions to these guidelines when needed, based on the circumstances presented by the employee.

Temporary disability

DEC (LOCAL)

The maximum length of temporary disability leave for educators shall be 180 calendar days.

Certified employees. Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability. Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days. If disability leave is not approved, the employee must return to work or be subject to termination procedures.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, the Human Resources Office should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Professional employees returning from leave will be reinstated to the school to which they were previously assigned as soon as an appropriate position is available. If a position is not available before the end of the school year, professional employees will be reinstated at the beginning of the following school year.

Family and medical leave (FMLA) - general provisions

The following text is from the federal notice, *Employee Rights and Responsibilities Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

Basic Leave Entitlement. FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- employee's job. For a serious health condition that makes the employee unable to perform the

Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with

equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements. Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employee Responsibilities. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right protected under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) required FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300 (a) may require additional disclosures

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
www.wagehour.dol.gov

Local FMLA provisions

Eligibility. Employees who have been employed by the district for at least 12 months and have worked at least 1,250 hours in the 12 months immediately preceding the need for leave are eligible for family and

medical leave. Eligible employees can take up to 12 weeks of unpaid leave each year between July 1 and June 30 for the following reasons:

- The birth, adoption, or foster placement of a child
- To care for a spouse, parent, or child with a serious health condition
- An employee's serious health condition
- A qualifying exigency resulting from active military service of a spouse, child, or parent
- A husband and wife who are both employed by the district are subject to limits in the amount of leave that they can take to care for a parent with a serious health condition or for the birth, adoption, or foster placement of a child; or to care for a covered military service member.

Use of paid leave. Family and medical leave runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as family and medical leave, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined leave for spouses. A husband and wife who are both employed by the district are limited to a combined total of 12 weeks of FMLA leave to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent leave. When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

District contact. Employees that require FMLA leave or have questions should contact for details on eligibility, requirements, and limitations.

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.

Continuation of benefits and job restoration. Eligible employees are entitled to continue their health care benefits under the same terms and conditions as when they were on the job and are entitled to return to their previous job or an equivalent job at the end of their leave. Under some circumstances, teachers who are able to return to work at or near the conclusion of a semester may be required to continue their leave until the end of the semester.

Requests for FMLA. When the need for family and medical leave is foreseeable, employees must provide 30 days advance notice to the district. When the need for leave is not foreseeable, employees must contact the Human Resources Office as soon as possible. Employees may be required to provide the following:

- Medical certification from a qualified health care provider supporting the need for leave due to a serious health condition affecting the employee or an immediate family member
- Second or third medical opinions and periodic recertification of the need for leave
- Periodic reports during the leave regarding the employee's status and intent to return to work
- Medical certification from a qualified health care provider at the conclusion of leave of an employee's ability to return to work
- Certification of the need for family military leave

Employees requiring family and medical leave should contact the Human Resources Office for details on eligibility, requirements, and limitations.

Workers' compensation benefits *DEC (LOCAL)*

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.

An employee eligible for workers' compensation wage benefits and not on assault leave shall indicate whether he or she chooses to:

1. Receive workers' compensation wage benefits; or
2. Use available paid leave. Workers' compensation wage benefits shall begin when:
 - a. Paid leave is exhausted; or
 - b. the employee elects to discontinue use of paid leave; or
 - c. leave payments are less than the employee's pre-injury average weekly wage.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or pre-injury wage.

Assault leave DEC (Legal)

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person nonresponsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement leave DEC (LOCAL)

Use of state leave and/or local sick leave for death in the immediate family shall not exceed five workdays per occurrence, subject to the approval of the District

Jury duty

Employees will receive leave with pay and without loss of accumulated leave for jury duty. Employees must present documentation of the service and shall be allowed to retain any compensation they receive.

Other court appearances

Employees will be granted paid leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Absences for court appearances related to an employee's personal business must be taken as personal leave or leave without pay (if no personal leave is available). Employees may be required to submit documentation of their need for leave for court appearances.

Military leave

Paid leave for military service. Any employee who is a member of the Texas National Guard, Texas State Guard, or reserve component of the United States Armed Forces will be granted a paid leave of absence without loss of any accumulated leave for authorized training or duty orders. Paid military leave will not exceed 15 days each federal fiscal year (October 1–September 30). In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after military leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active state military duty (Texas National Guard or Texas State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed in the position they would have held if employment had not been interrupted or reassigned to an equivalent or similar position provided they can be qualified to perform the required duties. To be eligible for reemployment, employees must provide notice of their obligation or intent to perform military service, provide evidence of honorable discharge or release, and submit an application for reemployment to the Human Resources Office.

Continuation of health insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact Benefits Coordinator for details on eligibility, requirements, and limitations.

Employee relations and communications

Employee recognition and appreciation

The district selects campus and district level recipients of the Teacher of the Year and Paraprofessional of the Year. This is accomplished in coordination with the District Personnel Advisory Committee.

District communications

The Office of Public Relations produces newsletters, brochures, fliers, calendars, news releases and other communications materials. Information is distributed via direct mail, local media, computers or broadcast outlets. Examples of district communications include the following:

The district's homepage (www.csisd.org) contains up to date information concerning CSISD.

The *Academic Excellence Indicator System Report* serves as an annual report for CSISD's academic achievements. It includes a state-produced section of all campuses' Texas Assessment of Knowledge and Skills test scores and a CSISD-produced section of the previous year's academic highlights.

Cable Channel 19 is a television station shared by CSISD and the City of College Station. CSISD information appears the second half hour of each hour.

News releases are sent daily to all local media regarding student and staff accomplishments, new programs, special events and other items of interest to parents and other community members.

If you would like to receive any of these items or need further information about district communications, please contact the Director of Public Relations at (979)764-5400.

Complaints and grievances

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints is reprinted as follows:

Personnel-Management Relations:

DGBA (LOCAL)

Employee Complaints

This policy provides employees an orderly process for the prompt and equitable resolution of grievances when a concern has not been resolved. The Board intends that, whenever feasible, grievances be resolved at

the lowest possible administrative level. This policy shall not be constructed to create new or additional rights beyond those granted by Board policy or law.

DEFINITIONS

For purposes of this policy, "days" shall mean calendar days.

The terms "complaint" and "grievance" shall have the same meaning. A grievance under this policy may include, but shall not be limited to, any of the following:

1. Grievances concerning an employee's wages, hours, or conditions of work.
2. Specific allegations of unlawful discrimination in employment on the basis of sex (including allegations of sexual harassment), race, religion, national origin, age or disability.
3. Specific allegations of unlawful discrimination or retaliation on the basis of the employee's exercise of constitutional rights.
4. Whistleblower complaints.

OTHER REVIEW PROCESSES

Procedures and information regarding sexual harassment by other employees are found at DHC and information regarding federal nondiscrimination is found at DAA.

An employee's dismissal or nonrenewal may be the subject of a grievance under this policy only if the District does not otherwise provide for a review of the matter.

The following are governed by other review processes and are not subject to this policy:

1. Grievances regarding suspension without pay of a contractual employee: DF series
2. Grievances regarding termination of an employment contract governed by Chapter 21 of the Education Code: DF series
3. Grievances against a District peace officer: CKE
4. Grievances regarding instructional materials: EFA

NOTICE TO EMPLOYEES

The principal of each campus and other supervisory personnel shall ensure that employees under their supervision are informed of this policy.

FREEDOM FROM RETALIATION

Neither the Board nor the administration shall unlawfully retaliate against any employee for bringing a grievance under this policy. [See DG]

WHISTLEBLOWER

Employees who allege adverse employment action in retaliation for reporting a violation of law to an appropriate authority shall initiate a grievance under this policy within the time specified by law. [See DG (LEGAL)]

The complaint 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.

GENERAL PROVISIONS

A grievance must specify the individual harm alleged. An employee is prohibited from bringing separate or serial grievances regarding the same event or action. All time limits shall be strictly complied with unless modified by mutual consent. Costs of any grievance shall be paid by the party incurring them.

CONSOLIDATION

When the Superintendent determines that two or more individual grievances are sufficiently similar in nature and remedy to permit their resolution through one proceeding; he or she may consolidate the grievances.

DECISIONS

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

INITIATING GRIEVANCE

Unless otherwise specified in policy, an employee shall initiate a grievance as provided at LEVEL ONE, below.

LEVEL ONE

An employee who has a grievance shall request a conference with the principal or immediate supervisor by submitting the grievance in writing on a form provided by the District. The form must be filed within 15 days of the time the employee first knew or should have known of the event or series of events about which the employee is complaining.

The principal or supervisor shall hold the conference within seven days after receipt of the written request. The principal or supervisor shall have seven days following the conference within which to respond.

LEVEL TWO

If the outcome of the conference at Level One is not to the employee's satisfaction or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to discuss the grievance. The request shall be in writing on a form provided by the District and must be filed within seven days following receipt of a response or, if no response is received, within seven days of the response deadline.

The Superintendent or designee shall hold the conference within seven days after receiving the written request. The Superintendent or designee shall have seven days following the conference within which to respond.

LEVEL THREE

If the outcome of the conference at Level Two is not to the employee's satisfaction or if the time for a response has expired, the employee may submit to the Superintendent or designee a request to place the matter on the agenda of a future Board meeting. The request shall be in writing on a form provided by the District and must be filed within seven days following receipt of a response or, if no response is received, within seven days of the response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the meeting.

The Superintendent or designee shall provide the Board with copies of the employee's original grievance, all responses, and any written documentation previously submitted by the employee and the administration. The Board is not required to consider documentation not previously submitted or issues not previously presented.

The presiding officer may set reasonable time limits. The Board shall hear the grievance and may request a response from the administration. The District shall make an audiotape record of the Level Three proceeding before the Board.

The Board shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.

CLOSED MEETING

If the grievance involves the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, it may be heard by the Board in closed meeting unless the employee bringing the grievance requests that it be heard in public.

EXCEPTION

However, if the grievance involves a complaint or charge against another District employee or a Board member, it shall be heard in closed meeting unless an open meeting is requested in writing by the employee or Board member against whom the complaint or charge is brought.

Personnel-Management Relations:

DGBA (E), (EXHIBIT)

Employee Complaints

The forms on the following pages are provided to assist the District in processing employee complaints on levels one, two, and three.

Exhibit A: Employee Complaint Form: Level One - 1 page

Exhibit B: Notice of Appeal: Level Two - 1 page

Exhibit C: Notice of Appeal to the Board: level Three - 1 page

Exhibit D: Supervisor/Administrator Report of Level One Conference - 2 pages

Personnel-Management Relations:

DGBA (E), (EXHIBIT)

Employee Complaints

EXHIBIT A

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 DGBA and DGBA (LOCAL) or any exceptions outlined therein.

1. Name: _____

2. Position/Campus: _____

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

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

5. Please state specific facts of which you are aware to support your complaint (list in detail).

Signature: _____ Date Submitted: _____

Personnel-Management Relations:
DGBA (E), (EXHIBIT)
Employee Complaints

EXHIBIT B
NOTICE OF APPEAL: LEVEL TWO

This form must be filled out completely by an employee appealing a level one decision to the Superintendent or designee in accordance with the District's policies DGBA and DGBA (LOCAL) or any exceptions outlined therein.

1. Name: _____
2. Position/Campus: _____
3. To whom did you last appeal: _____ Date: _____

4. If you will be represented in pursuing your complaint, please identify that individual or organization:

Name: _____

Address: _____

Telephone: _____

5. Attach copy of original complaint.
6. Attach copy of complaint decision being appealed.

Signature: _____ Date Submitted _____

Personnel-Management Relations:

DGBA (E), (EXHIBIT)

Employee Complaints

EXHIBIT C

NOTICE OF APPEAL TO THE BOARD: LEVEL THREE

This form must be filled out completely by an employee appealing a complaint decision to the Board in accordance with the District's policies DGBA and DGBA (LOCAL) or any exceptions outlined therein.

1. Name: _____

2. Position/Campus: _____

3. To whom did you last appeal? _____

Date: _____

4. If you will be represented in pursuing your complaint, please identify that individual or organization:

Name: _____

Address: _____

Telephone: _____

5. Attach copy of original complaint and all complaint decisions.

Signature: _____ Date Submitted: _____

Personnel-Management Relations:

DGBA (E), (EXHIBIT)

Employee Complaints

**EXHIBIT D
SUPERVISOR/ADMINISTRATOR REPORT OF LEVEL ONE
CONFERENCE**

1. Complainant's Name: _____

2. Position/Campus: _____

3. Date and Time of Conference: _____

4. Set forth the facts as presented by the complainant:

5. In your opinion, were the allegations made in the original complaint adequately supported by the facts submitted?

Yes No

6. In your opinion, is the remedy sought by the complainant justified by the facts submitted? Yes No

Please explain:

7. What decisions were made or recommendations agreed upon as a result of the conference?

Signature of Supervisor/Administrator

Date

Attach a copy of the complainant's original written complaint (Exhibit A) and a copy of the written response from the supervisor/administrator before submitting.

Received by:

Superintendent

Date

Employee conduct and welfare

Standards of conduct

Policy DH

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day the superintendent first learns of the incident. See *Reports to the State Board for Educator Certification* and Policy DH for additional information.

The *Code of Ethics and Standard Practices for Texas Educators*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Code of Ethics and Standard Practices for Texas Educators

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.

Professional Standards

1. Professional Ethical Conduct, Practices, and Performance

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

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

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

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

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted

openly from students, parents, or other persons or organizations in recognition or appreciation of service.

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

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

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

2. Ethical Conduct toward Professional Colleagues

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

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

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

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

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

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

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

3. Ethical Conduct toward Students

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

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

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

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

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

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

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

Discrimination, harassment, and retaliation

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons, including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Employees who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the employee should report the complaint directly to the superintendent. A complaint against the superintendent may be made directly to the board.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation is reprinted below and is available at this website.

<http://www.tasb.org/policy/pol/private/021901/>

The district's policy that includes definitions and procedures for reporting and investigating harassment is reprinted below:

College Station ISD
021901

EMPLOYEE WELFARE:
FREEDOM FROM HARASSMENT

DIA
(LOCAL)

Note: This policy addresses harassment of District employees. For harassment of students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

The District prohibits sexual harassment and harassment based on a person's race, color, gender, national origin, disability, religion, or age.

Employees shall not tolerate harassment of others and shall make reports as required at reporting procedures, below.

SEXUAL
HARASSMENT

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

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

EXAMPLES

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

OTHER
PROHIBITED
HARASSMENT

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

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

EXAMPLES

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

REPORTING
PROCEDURES

An employee who believes that he or she has experienced prohibited harassment should immediately report the alleged acts to an appropriate person designated below.

Any District employee with supervisory authority who receives notice that another

employee has or may have experienced prohibited harassment is required to immediately report the alleged acts and take whatever other steps are required by this policy.

Any other person who knows or believes that a District employee has experienced harassment should immediately report the alleged acts to the appropriate person designated by this policy.

TIMELY REPORTING

Reports of harassment shall be made as soon as possible after the alleged acts. A failure to promptly report alleged harassment may impair the District's ability to investigate and address the harassment.

A District employee may report harassment to his or her supervisor or campus principal. A person shall not be required to report harassment to the alleged harasser; nothing in this policy prevents a person from reporting harassment directly to one of the District officials below:

DISTRICT OFFICIALS

1. For sexual harassment, the Title IX coordinator. [See DAA(LOCAL)]
2. For all other prohibited harassment, the Superintendent.

A report against the Title IX coordinator may be made directly to the Superintendent; a report against the Superintendent may be made directly to the Board.

NOTIFICATION OF REPORT

Upon receipt of a report of harassment, a supervisor or principal shall immediately notify the appropriate District official listed above.

CONFIDENTIALITY

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

INVESTIGATION OF THE REPORT

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

Upon receipt or notification of a report, the District official shall determine whether the allegations, if proven, would constitute sexual harassment or other prohibited harassment as defined by District policy. If so, the District official shall immediately authorize or undertake an investigation.

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

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

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

The District's obligation to conduct an investigation is not satisfied by the fact that a criminal or regulatory investigation regarding the same or similar allegations is pending.

CONCLUDING THE INVESTIGATION

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

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

DISTRICT ACTION

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

The District may take disciplinary action based on the results of an investigation, even if the District concludes that the conduct did not rise to the level of harassment prohibited by law or District policy.

APPEAL	A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA (LOCAL), beginning at the appropriate level. The complainant shall be informed of his or her right to file a complaint with the Texas Workforce Commission Civil Rights Division, the Equal Employment Opportunity Commission, or the United States Department of Education Office for Civil Rights.
RETALIATION PROHIBITED	Retaliation against an employee alleged to have experienced harassment, a witness, or another person who makes a report or participates in an investigation is strictly prohibited. A person who makes a good faith report of prohibited harassment shall not suffer retaliation for making the report. A person who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding prohibited harassment is subject to appropriate discipline.
RECORDS RETENTION	Retention of records shall be in accordance with DAA (LOCAL).
ACCESS TO POLICY	This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.

Harassment of students
Policies DH, FFG, FFH

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. All allegations of prohibited harassment of a student will be reported to the student’s parents and promptly investigated. An employee who knows of or suspects child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law.

The district’s policy that includes definitions and procedures for reporting and investigating harassment of students is reprinted below and is available at this website.

<http://www.tasb.org/policy/pol/private/021901/>

**STUDENT WELFARE:
FREEDOM FROM HARASSMENT**

**FFH
(LOCAL)**

Note: This policy addresses harassment of District students. For provisions regarding harassment of District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG.

The District prohibits sexual harassment and harassment based on a person's race, color, gender, national origin, disability, or religion.

Employees shall not tolerate harassment of students and shall make reports as required at REPORTING PROCEDURES, below.

**SEXUAL
HARASSMENT**

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

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or

2. The conduct is so severe, persistent, or pervasive that it:
 - A. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - B. Creates an intimidating, threatening, hostile, or abusive educational environment.

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

BY OTHERS

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

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

EXAMPLES

Examples of sexual harassment of a student may include, but are not limited to, sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

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

OTHER PROHIBITED HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, gender, national origin, disability, or religion that is so severe, persistent, or pervasive that the conduct:

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

EXAMPLES

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

REPORTING PROCEDURES

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

Any District employee who receives notice that a student has or may have experienced prohibited harassment is required to immediately report the alleged acts to an appropriate person designated below.

Any other person who knows or believes that a student has experienced prohibited harassment should immediately report the alleged acts to the appropriate person designated below.

Reports of known or suspected child abuse or neglect shall be made as required by law. [See FFG]

TIMELY REPORTING

Reports of harassment shall be made as soon as possible after the alleged acts. A failure to promptly report alleged harassment may impair the District's ability to investigate and address the harassment.

Oral or written reports of prohibited harassment shall normally be made to the campus principal. A person shall not be required to report harassment to the alleged harasser; nothing in this policy prevents a person from reporting harassment directly to one of the District officials below:

DISTRICT OFFICIALS

1. For sexual harassment, the Title IX coordinator. [See FB(LOCAL)]
2. For all other prohibited harassment, the Superintendent.

A report against the Title IX coordinator may be made directly to the Superintendent; a report against the Superintendent may be made directly to the Board.

NOTIFICATION OF REPORT

Upon receipt of a report of harassment, a principal shall immediately notify the appropriate District official listed above.

NOTICE TO PARENTS

The principal or District official shall promptly notify the parents of any student alleged to have experienced prohibited harassment by a District employee or another adult associated with the District. In cases of student-to-student harassment, the District shall promptly notify the parents of any student alleged to have experienced harassment when the allegations presented, if proven, would constitute sexual harassment or other prohibited harassment as defined by District policy.

CONFIDENTIALITY

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

INVESTIGATION OF THE REPORT

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

Upon receipt or notification of a report, the District official shall determine whether the allegations, if proven, would constitute sexual harassment or other prohibited harassment as defined by District policy. If so, the District official shall immediately authorize or undertake an investigation.

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

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

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

The District's obligation to conduct an investigation is not satisfied by the fact that a criminal or regulatory investigation regarding the same or similar allegations is pending.

CONCLUDING THE INVESTIGATION

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

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

DISTRICT ACTION

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

The District may take disciplinary action based on the results of an investigation, even if the District concludes that the conduct did not rise to the level of harassment prohibited by law or District policy.

APPEAL

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

RETALIATION PROHIBITED	Retaliation against a student alleged to have experienced harassment, a witness, or another person who makes a report or participates in an investigation is strictly prohibited. A person who makes a good faith report of prohibited harassment shall not suffer retaliation for making the report. A person who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding prohibited harassment is subject to appropriate discipline.
RECORDS RETENTION	Retention of records shall be in accordance with FB (LOCAL).
ACCESS TO POLICY	Information regarding this policy shall be distributed annually to District employees and included in the student handbook. Copies of the policy shall be readily available at each campus and the District's administrative offices.

Drug-abuse prevention
Policies DH, DI

College Station ISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district's policy regarding employee drug use is reprinted below and is available at this website.

<http://www.tasb.org/policy/pol/private/021901/>

ALCOHOL AND DRUGS

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

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

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

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

EXCEPTION

An employee who uses a drug authorized by a licensed physician through a prescription specifically for that employee's use shall not be considered to have violated this policy.

NOTICE

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

Employee Welfare

DI (EXHIBIT)

DRUG-FREE SCHOOLS AND DRUG-FREE WORKPLACE REQUIREMENTS

The District prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, illicit drug, and alcohol, as those terms are defined in state and federal law, in the workplace, on school premises, or as part of any of the District's activities.

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. Information on available rehabilitation or employee assistance programs and contacts shall be posted throughout the workplace.

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

Within 30 calendar days of the Superintendent's receiving notice from any source of a conviction for any drug statute violation occurring in the workplace, the Superintendent or designee shall either (1) take appropriate personnel action against the employee, up to and including termination of employment or referral for prosecution or (2) require the employee to participate satisfactorily in a drug and alcohol abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. The cost of any such program shall be borne by the employee.

[This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act [20 U.S.C. 3471, 1221e-3(a)(1) and 34 CFR 85.630]; notice requirements imposed by the federal Drug-Free Schools and Communities Act Amendments of 1989 [20 U.S.C. 3224a and 34 CFR 86.201]; and notice requirements imposed by the Texas Workers' Compensation Commission rules at 28 TAC 169.2]

Reporting suspected child abuse *Policies DF, DG, DH, FFG, GRA*

All employees are required by state law to report any suspected child abuse or neglect to a law enforcement agency, Child Protective Services, or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering a facility) within 48 hours of the event that led to the suspicion. Abuse is defined by Texas Family Code and includes any sexual conduct involving an educator and a student or minor. Reports to Child Protective Services can be made to a local office or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person to make the report.

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

An employee's failure to report suspected child abuse may result in prosecution for the commission of a Class B misdemeanor. In addition, a certified employee's failure to report suspected child abuse may result in disciplinary procedures by SBEC for a violation of the Code of Ethics and Standard Practices for Texas Educators.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agencies. In addition, employees must cooperate with child abuse and neglect investigators.

Reporting the concern to the principal does not relieve the employee of the requirement to report to the appropriate state agency. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Fraud and financial impropriety *Policy CAA*

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety includes the following:

- Forgery or unauthorized alteration of any document or account belonging to the district
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other district assets, including employee time
- Impropriety in the handling of money or reporting of district financial transactions

- Profiteering as a result of insider knowledge of district information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district
- Destroying, removing, or inappropriately using records, furniture, fixtures, or equipment
- Failing to provide financial records required by state or local entities
- Failure to disclose conflicts of interest as required by policy
- Any other dishonest act regarding the finances of the district

Conflict of interest

Policies BBFA, DBD

Employees are required to disclose to their supervisor any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Nonschool employment

An employee with a substantial interest in a business entity or interest in real property must disclose the interest to the district prior to the award of a contract or authorization of payment. This is done by filing an affidavit with the CSISD Chief Financial Officer. An employee is also considered to have substantial interest if a close family member (e.g., spouse, parent, child, or spouse's parent or child) has a substantial interest.

Gifts and favors

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials, such as maps or worksheets, that convey information to students or contribute to the learning process.

Associations and political activities

Policy DGA

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Use of district resources, including work time, for political activities is prohibited.

DGA (LOCAL)

Association and Participation

An employee's participation in community, political, or employee organization activities shall be entirely voluntary and shall not:

1. Interfere with the employee's performance of assigned duties and responsibilities.
2. Result in any political or social pressure being placed on students, parents, or staff.
3. Involve trading on the employee's position or title with the District.

Safety

Policy CK

The district has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

Employees with questions or concerns relating to safety programs and issues can contact the Human Resources Office.

Tobacco use

Policies DH, GKA, FNCD

State law prohibits smoking or using tobacco products on all district-owned property and at school-related or school-sanctioned activities, on or off campus. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Criminal history background checks

Policy DBAA

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on certain employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Employee arrests and convictions

Policy DH

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

- Crimes involving school property or funds
- 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
- Crimes that occur wholly or in part of school property or at a school-sponsored activity
- Crimes involving moral turpitude

Moral turpitude includes, but is not limited to, the following:

- Dishonesty
- Fraud
- Deceit
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Drug- or alcohol-related offenses
- Acts constituting abuse or neglect under the Texas Family Code

Possession of firearms and weapons

Policies FNCG, GKA

Employees, visitors, and students are prohibited from bringing firearms, knives, clubs or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisors or call the Superintendent's office immediately.

Visitors in the workplace

Policy GKC

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

Buildings, Grounds, and Equipment Management:

CLA(LEGAL)

Security

BOARD RESPONSIBILITY

The Board shall ensure the security of all property owned by the District.
Education Code 21.308, 21.482

IDENTIFICATION AND RIGHT TO REJECT

Identification may be required of any person on school property. The Board or its designee may refuse to allow persons having no legitimate business to enter school property, and may eject any undesirable person from the property upon his refusal to leave peaceably on request. Education Code 21.489 [See also (LEGAL) text at codes CKE, GKA]

BUILDING USE

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. The Coordinator of Facility Use is responsible for scheduling the use of facilities after school hours. Contact the Coordinator of Facility Use to request to use school facilities and to obtain information on the fees charged.

Instructional Resources:

Copyrighted materials

Policy EFE

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Rented videotapes are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

RENTED VCR/DVD FILMS

Films rented for use with a VCR/DVD player shall be used in the classroom for education purposes only. No rented film that includes a notice that the film is intended for "home use only" shall be shown to a class for entertainment purposes.

No film that has a rating of PG or more restrictive shall be shown in the classroom unless prior written consent from the parent(s) or guardian(s) has been received. Appropriate alternative activities shall be available for those students whose parent(s) or guardian(s) choose not to allow the student to view the film.

Instructional Resources:

EFE (EXHIBIT)

Copyrighted Material

AGREEMENT ON GUIDELINES FOR CLASSROOM COPYING IN NOT-FOR-PROFIT
EDUCATIONAL INSTITUTIONS

I. Single Copying for Teachers

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

- A. A chapter from a book.
- B. An article from a periodical or newspaper.
- C. A short story, short essay, or short poem, whether or not from a collective work.
- D. A chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper.

II. Multiple Copies for Classroom use

Multiple copies (not to exceed in any event more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

- A. The copying meets the tests of brevity and spontaneity as defined below.
- B. The copying meets the cumulative effect test as defined below.
- C. Each copy includes a notice of copyright.

Definitions**Brevity**

- (i) Poetry: (a) A complete poem if less than 250 words and if printed on not more than two pages or (b) from a longer poem, an excerpt of not more than 250 words.
- (ii) Prose: (a) Either a complete article, story, or essay of less than 2,500 words, or (b) an excerpt from any prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words. [Each of the numerical limits stated in "i" and "ii" above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.]
- (iii) Illustration: One chart, graph, diagram, drawing, cartoon, or picture per book or per periodical issue.
- (iv) "Special" works: Certain works in poetry, prose, or in "poetic prose" which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph "ii" above notwithstanding such "special works" may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than 10% of the words found in the text thereof, may be reproduced.

Spontaneity

- (i) The copying is at the instance and inspiration of the individual teacher, and
- (ii) The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

Cumulative Effect

- (i) The copying of the material is for only one course in the school in which the copies are made.
- (ii) Not more than one short poem, article, story, essay, or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume during one class term.
- (iii) There shall not be more than nine instances of such multiple copying for one course during one class term.

[The limitations stated in "ii" and "iii" above shall not apply to current news periodicals and newspapers and current news sections of other periodicals.]

GUIDELINES FOR EDUCATIONAL USES OF MUSIC

Permissible Uses

1. Emergency copying to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies shall be substituted in due course.

2. (a) For academic purposes other than performance, multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or aria, but in no case more than 10% of the whole work. The number of copies shall not exceed one copy per student.

(b) For academic purposes other than performance, a single copy of an entire performable unit (section, movement, aria, etc.) that is, (1) confirmed by the copyright proprietor to be out of print or (2) unavailable except in a larger work, may be made by or for a teacher solely for the purpose of his or her scholarly research or in preparation to teach a class.

3. Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.

4. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.

5. A single copy of a sound recording (such as a tape, disc or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.)

17 U.S.C. 107 historical note

Computer use and data management

Policy CQ

The district's electronic communications systems, including its network access to the Internet, are primarily for administrative and instructional purposes. Limited personal use of the system is permitted if the use:

- Imposes no tangible cost to the district
- Does not unduly burden the district's computer or network resources
- Has no adverse effect on job performance or on a student's academic performance

Electronic mail transmissions and other use of the electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use. Employees who are authorized to use the systems are required to abide by the provisions of the district's communications systems policy and administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action. Employees with questions about computer use and data management can contact the Technology Department.

Electronic Communication and Data Management

Policy CQ (LOCAL)

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

AVAILABILITY OF ACCESS

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 shall be permitted if the use:

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

USE BY THE MEMBERS OF THE PUBLIC

Access to the District's electronic communications system, including the Internet, shall also be made available to members of the public, in accordance with administrative regulations. Such use may be permitted as long as the use imposes no measurable additional cost to the District, and does not unduly burden the District's computer or network resources. Members of the public who are granted access shall be required to comply with all District rules, regulations, and policies governing appropriate use of the system.

ACCEPTABLE USE

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

Access to the District's electronic communications system is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations and guidelines governing use of the system and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in disciplinary action as well as criminal prosecution by the District.

MONITORED USE

Electronic transmissions including, but not limited to, e-mail, Internet and chat rooms, and other uses of the electronic communications system by students, employees and public members are not private and will be monitored by designated District staff to ensure appropriate use.

INTELLECTUAL PROPERTY RIGHTS

Students shall retain all rights to work they create using the District's electronic communications system. As agents of the District, employees shall have limited rights to work they create using the District's electronic communications system. The District shall retain the right to use any product created for its use by an employee even when the author is no longer an employee of the District.

DISCLAIMER OF LIABILITY

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

Asbestos management plan *Policy CKA*

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each piece of district property. A copy of the district's management plan is kept in the Director of Operations' office and is available for inspection during normal business hours.

Pest control treatment *Policy DI, CLB*

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Pest control information sheets are available from campus principals or facility managers upon request.

General procedures

Bad weather closing

Policy CKC

The district may close schools because of bad weather or emergency conditions. When such conditions exist, the superintendent will make the official decision concerning the closing of the district’s facilities. When it becomes necessary to open late or to release students early, the following radio and television stations will be notified by school officials:

Television:

KBTX-TV3 Cable Channel 5	KAMU-TV Channel 19	KRHD-TV Channel 40
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Radio Stations:

KKYS 104.7 FM	KAGC 1510 AM	KHRN 94.3
KBMA 99.5 FM	KMBV 92.5 FM	KWBC 1550 AM
KAMU 90.9 FM	KTTX 106.1 FM	KWHI 1280 AM
KZTR 101.9 FM	WTAW 1150 AM	KORA 98.3 FM
KHLR 103.9 FM	KTAM 103.9 FM	
KANM 99.9 FM	KTAM 1240 AM	

Safety Program/Risk Management:

CKC (LEGAL)

Emergency Plans

Emergencies

Policy CKC

All employees should be familiar with the evacuation diagrams posted in their work areas. Fire, tornado, and other emergency drills will be conducted to familiarize employees and students with evacuation procedures. Fire extinguishers are located throughout all district buildings. Employees should know the location of the extinguishers nearest their place of work and how to use them.

Crisis Management Plan

Each campus shall have emergency procedures focusing on safety for students and school personnel that can be implemented on short notice. The Superintendent or designee shall develop a crisis management plan and update it yearly.

Evacuations Procedures

The Superintendent or designee shall design and implement a system to familiarize employees and students with evacuation procedures and ensure that evacuation diagrams are appropriately posted.

Drills

Principals shall conduct fire, tornado, or other emergency drills designed to ensure the orderly movement of students and personnel to the safest available areas.

School Closing

The Superintendent shall have the authority to dismiss school for a portion of a day or for longer periods of time, if necessary, in case of unusual or emergency situations. In the event such actions require the alteration of the annual school calendar, the Superintendent shall prepare recommendations to the Board for approval as soon as practical.

Students Retained

During emergency conditions, students and faculty shall be retained at the campus unless otherwise directed by the Superintendent or designee. The Superintendent or designee shall determine whether buses shall be made available to take students home or to transport them to a safe alternate site.

Purchasing procedures

Policy CH

All requests for purchases must be submitted to the district business office through the official electronic purchase order process. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO number. The district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact the district business office for additional information on purchasing procedures.

Name and address changes

It is important that employment records be kept up to date. Employees must notify the Human Resources Office if there are any changes or corrections to their name, home address, home telephone number, marital status, emergency contact, or beneficiary. Forms to process a change in personal information can be obtained from Human Resources Office.

Personnel records

Policy GBA

Most district records, including personnel records, are public information and must be released upon request. Employees may choose to have the following personal information withheld:

- Address
- Phone number
- Social Security number
- Information that reveals whether they have family members

The choice not to allow public access to this information may be done at any time by submitting a written request to Human Resources Office. New or terminating employees have 14 days after hire or termination to submit a request. Otherwise, personal information will be released to the public.

Building use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. The Coordinator of Facility Use is responsible for scheduling the use of facilities after school hours. Contact the Coordinator of Facility Use to request to use school facilities and to obtain information on the fees charged.

Community Relations:

GKD (LOCAL)

Community Use of School Facilities

Public use

The Board permits use of the school facilities to organizations or groups within the District for purposes of education, recreation, entertainment, and charity.

Approval of use

The authorized representative of the Board may approve and schedule the use of school facilities by nonschool organizations except for those activities or programs that result in personal or corporate profit or are designed solely to generate personal or business gain. The use of school facilities by individuals and civic or private groups for meetings or programs open only to a limited/select membership shall require approval by the Board. In addition, long-term routine users (more than six months consecutively) shall have established a presence in the community and receive Board approval. A Board-approved group shall be reassessed for continued building use every other year after the first year.

Approval shall not be granted for any purpose that would damage school property or to groups that are known to have damaged other rented property.

[See CNB regarding nonschool use of District vehicles and FNAB regarding student group use of school facilities]

Priority for use

Priorities to be observed in scheduling the after-hours use of school buildings and other facilities shall be as follows:

1. The regularly scheduled educational program, including scheduled athletic events and emergency meetings called by the principal.
2. Regularly scheduled intraschool use, including community education activities, regularly scheduled staff meetings, and parent meetings.
3. Meetings and other activities of groups made up primarily of school-aged children.
4. Meetings of employee organizations [see DGA].
5. Meetings of all other eligible groups on a first come, first served basis.

Emergencies or disasters

The Superintendent may authorize the use of school facilities by civil defense officials in the case of emergencies or disasters

Fees

Except for use of facilities scheduled as a part of the instructional program, charges shall be made according to a schedule of fees to be reviewed and approved by the Board. Fee structure changes become effective as soon as approved by the Board, with the exception of groups that are presently using the facilities on a routine basis. For these routine users, the new fees shall be assessed as of September 1. The fee schedule shall allow for variations according to the need for school personnel, the particular facilities and equipment to be used, the type of event, and the group classification and size of the requesting organization.

Termination of employment

Resignations

Policy DFE

Contract employees

Contract employees may resign their position without penalty at the end of any school year if written notice is received 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the Human Resources Office. Contract employees may resign at any other time only with the approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The superintendent will notify SBEC when an employee resigns and reasonable evidence exists to indicate that the employee has engaged in any of the acts listed in Reports to the State Board for Educator Certification.

Noncontract employees.

Noncontract employees may resign their positions at any time. A written notice of resignation should be submitted to the Human Resources Office at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

Dismissal or nonrenewal of contract employees

Policies DFAA, DFAB, DFBA, DFBB, DFCA, DFD, DFF

Employees on probationary, term, and continuing contracts can be dismissed during the school year or nonrenewed at the end of the year according to the procedures outlined in district policies. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The time lines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee. Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or whose certification is revoked for misconduct. Information on the time lines and procedures can be found in the DF series policies that are provided to employees or in the policy manuals located in the administration office.

Dismissal of noncontract employees

Policy DCD

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, religion, sex, national origin, disability, military status, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance.

Probationary Contracts

DFAA (LEGAL)

Suspension/Termination During Contract

Discharge

Any probationary contract employee may be discharged at any time for good cause as determined by the Board. "Good cause" is the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state. Education Code 21.104(a)

Suspension

The District may, for good cause as defined above, suspend an employee without pay in lieu of discharge. The period of suspension may not extend beyond the end of the current school year. Education Code 21.104(b) NOTICE

Before any probationary contract employee is dismissed or suspended without pay for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of the District's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist. Cleveland Bd. of Educ. v. Loudermill, 105 S.Ct. 1487 (1985)

Hearing

If a probationary contract employee who has received notice of proposed termination desires a hearing before an independent hearing examiner, the employee must file a written request with the commissioner not later than the 15th day after the date the employee receives notice of the proposed termination. The employee must provide the District with a copy of the request. Education Code 21.251, 21.253 [See DFD (LEGAL)]

NOTICE TO SBEC Note: See policy DF(LEGAL) regarding circumstances in which a certified employee's dismissal must be reported to the State Board for Educator Certification (SBEC).

Probationary Contracts

DFAA(LOCAL)

Suspension/Termination During Contract

Suspension With Pay

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

Probationary Contracts

DFAB(LEGAL)

Termination at End of Year

Grounds For Termination

A probationary contract employee may be terminated at the end of the contract period if the Board determines that such termination will serve the best interests of the District.

NOTICE Before any probationary contract employee is terminated; the Board shall give the employee notice. Such notice shall be given not later than the 45th day before the last day of instruction required under the contract. Education Code 21.103(a)

No Appeal

The Board's decision to terminate a probationary employee at the end of a contract period is final and may not be appealed. *Education Code 21.103(a)*

Failure To Notify

Failure to give a probationary employee notice of termination within the time period described above obligates the Board to employ the probationary employee for the following school year. The contract will be for a position in the same capacity under:

1. A probationary contract, if the person has been employed under a probationary contract for less than three consecutive school years; or
2. A continuing or term contract, according to District policy, if the person has been employed under a

probationary contract for three consecutive school years.
Education Code 21.103(b)

Probationary Contracts

DFAC(LEGAL)

Return to Probationary Status

In lieu of discharging a continuing contract employee, terminating a term contract employee, or not renewing a term contract, the District may, with written consent of the teacher, return the employee to probationary contract status. *Education Code 21.106(a)*

NOTICE Before any employee agrees to be returned to probationary status, the employee must receive written notice of the proposed discharge, termination, or nonrenewal.
Education Code 21.106(b) [See DF series]

An employee returned to probationary status must serve a new probationary period as if the employee were employed by the District for the first time. *Education Code 21.106(c)*

Term Contracts

DFBA(LEGAL)

Suspension/Termination During Contract

Suspension Without Pay

The Board may, for good cause as determined by the Board, suspend an employee without pay:

1. Pending discharge, or
2. In lieu of termination.

The suspension may not extend beyond the end of the school year. *Education Code 21.211(b)*

Back Pay

If no discharge occurs subsequent to a suspension without pay pending discharge, the term contract employee is entitled to back pay for the period of suspension. *Education Code 21.211(c)*

Grounds For Dismissal

The Board may terminate a term contract and discharge a term contract employee at any time for: 1. Good cause as determined by the Board; or 2. A financial exigency that requires a reduction in personnel.
Education Code 21.211(a)

NOTICE Before any term contract employee is dismissed for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of the District's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist. *Cleveland Bd. of Educ. v. Loudermill, 105 S.Ct. 1487 (1985)*

Hearing

If a term contract employee desires a hearing before an independent hearing examiner, the employee must file a written request with the commissioner not later than the 15th day after the date the employee receives notice of the proposed termination or suspension without pay. The term contract employee must provide the District with a copy of the request. *Education Code 21.253* [See DFD(LEGAL)]

Suspension With Pay

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

Notice To The Commissioner

See policy DF(LEGAL) regarding circumstances in which a certified employee's dismissal must be reported to the commissioner of education.

Term Contracts

DFBA(LOCAL)

Suspension/Termination During Contract

Suspension With Pay

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

Term Contracts

DFBB(LEGAL)

Nonrenewal

Evaluations

The Board must require written evaluations of a term contract employee at annual or more frequent intervals. Before making a decision not to renew a term contract, the Board shall consider the most recent evaluations if the evaluations are relevant to the reason for the Board's action. *Education Code 21.203(a)* [See DNA (LEGAL) and (LOCAL)]

Reasons

The Board shall establish by policy reasons for nonrenewal at the end of a school year. *Education Code 21.203(b)*

NOTICE Not later than the 45th day before the last day of instruction in a school year, the Board shall notify in writing each term contract employee whose contract is about to expire of its proposal to renew or not renew the contract.

The Board's failure to give notice of a proposed renewal or nonrenewal constitutes an election to employ the term contract employee in the same professional capacity for the following school year. *Education Code 21.206*

Hearing

If the employee desires a hearing after receiving notice of the proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after receiving the notice of proposed action. The Board shall provide for a hearing to be held within 15 days after receiving written notice from the employee requesting a hearing unless the parties agree in writing to a different date. Such hearing shall be closed unless an open hearing is requested by the employee and shall be conducted in accordance with rules promulgated by the District.

Board Decision

If the employee requests a hearing, the Board shall hold a hearing at which the employee may:

1. Be represented by a representative of the employee's choice;
2. Hear the evidence supporting the reason for nonrenewal;
3. Cross-examine adverse witnesses; and
4. Present evidence.

Following the hearing, the Board shall take the appropriate action and notify the employee in writing of that action within 15 days following the conclusion of the hearing.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent. *Education Code 21.207, 21.208*

Appeals

An employee aggrieved by a decision of the Board to nonrenew a term contract may appeal to the commissioner for a review of the Board's decision. *Education Code 21.209*

Term Contracts

DFBB(LOCAL)

Nonrenewal

Reasons

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

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetence or inefficiency in the performance of required or assigned duties.
4. Inability to maintain discipline in the classroom or at assigned school-related functions.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Conducting personal business during school hours when it results in neglect of duties.
8. Reduction in force because of financial exigency program change. [See DFF(LOCAL)]
9. Drunkenness or excessive use of alcoholic beverages; illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act.
10. The possession, use, or being under the influence of alcohol, alcoholic beverages, or drugs and narcotics as defined by the Texas Controlled Substances Act, while on school property, working in the scope of the employee's duties, or attending any school- or District-sponsored activity.
11. Conviction of a felony or any crime involving moral turpitude.
12. Failure to meet the District's standards of professional conduct.
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law that impairs performance of required duties.
15. Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude, or indicative of corruption, indecency, or depravity.
16. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
17. Reasons specified in individual employment contracts reflecting special conditions of employment.
18. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
19. A significant lack of student progress.
20. Assault on an employee or student.
21. Falsification of records or other documents related to the District's activities.
22. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
23. Failure to fulfill requirements for certification, including passing the TECAT, ExCet. (or TExES).
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent.
26. Reasons constituting good cause for dismissing the employee during the contract term.

Recommendations From Administration

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. The Superintendent shall require that each administrator's recommendation be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent

Superintendent's Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Copies of written evaluations, other supporting documentation, if any, and reasons for the recommendation shall be available for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

Notice Of Proposed Renewal Or Nonrenewal

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

Request For Hearing

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal. When a timely request for a hearing on a proposed nonrenewal is received by the Board President, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

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

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
2. The employee may cross-examine any witnesses for the administration.
3. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
4. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
5. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew

the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

Term Contracts

DFBB(EXHIBIT)

Nonrenewal

The notices on the following pages are provided to meet requirements established by law or policy:

Exhibit A:

NOTICE OF PROPOSED CONTRACT NONRENEWAL should be used for an employee whose contract has been recommended for nonrenewal. Exhibit B: NOTICE OF CONTRACT NONRENEWAL should be used for an employee whose contract has not been renewed.

College Station ISD

021901

SUPERINTENDENT:

DFBB (EXHIBIT A)

NONRENEWAL

NOTICE OF PROPOSED CONTRACT NONRENEWAL

Date: _____

Name:

Address:

City/State/Zip: _____

Dear _____ :

YOU ARE HEREBY NOTIFIED that a majority of the Board of Trustees of ISD has determined at a lawfully called meeting of the Board of Trustees on (date) , that you employment contract as employee in the District should not be renewed for the succeeding school year, and the Board voted to propose nonrenewal.

This notice is given pursuant to the provisions of Section 21.212 of the Texas Education Code.

The recommendation not to renew your contract is being made for the following reasons:

[List all reasons in detail]

If you desire a hearing, not later than the 15th day after receiving this written notice, you must notify the Board of Trustees in writing of that request. The Board shall provide a hearing to be held not later than the 15th day after receiving your notice requesting a hearing. Such hearing shall be closed unless you request an open hearing. If you fail to make a timely request for a hearing, the Board may proceed and make a determination on its proposed action not later than the 30th day after the date the Board sends you notice of the proposed nonrenewal.

If you have any questions concerning any of the reasons supporting the proposed action to nonrenew your contract, please advise me in writing.

Attached to this notice is a copy of the District's policy on nonrenewal of the employee's term contract, containing the rules for the hearing.

This notice dated at (City/State/Zip):

Date: _____ BY: _____

President, Board of Trustees

College Station ISD

NOTICE OF CONTRACT NONRENEWAL

The Board of Education hereby gives you notice of its decision not to renew your term contract with the District. Your employment with the District will terminate effective at the end of the employment term stated in your present contract.

Term Contracts

DFBC(LEGAL)

Reduction in Force

Applicability

This policy shall apply only to reductions in force of contractual employees when the reduction in force requires the termination of:

1. A contract governed by Chapter 21 of the Education Code in the following circumstances:
 - a. A probationary contract during the contract period,
 - b. A term contract during the contract period, or
 - c. A term contract at the end of the contract period
2. A contract not governed by Chapter 21 of the Education Code during the contract period.
3. **Note:** This policy shall not apply to termination at any time of at-will employment (see DCD); termination of a continuing contract (see DFCA); termination of a probationary contract at the end of the contract period (see DFAA); or termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code (see DCE).

Definitions

Definitions used in this policy are as follows:

1. "Financial exigency" shall mean any event or occurrence that creates a need for the district to reduce financial expenditures for personnel including, but not limited to, a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
2. "Program change" shall mean any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. The term shall include, but not be limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to particular course offerings, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.
3. "Discharge" shall mean termination of a contract during the contract period.
4. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period

General Grounds For Dismissal

A reduction in force may take place when the Board determines that financial exigency or a program change requires the discharge or nonrenewal of one or more employees. Such a determination constitutes sufficient cause for discharge or nonrenewal.

BOARD DETERMINATION Reduction in force shall be made on a District wide basis rather than by campus. When a reduction in force is to be implemented, the Board shall first determine which employment areas shall be affected. The Superintendent shall confine his or her recommendations for personnel reductions to staff members and administrators assigned to the affected programs or employment areas.

Scope Of Reduction

When a reduction in force is to be implemented, the Superintendent may assist the Board by making recommendations to the Board regarding the employment areas to be affected. In determining affected employment areas, the Board may combine or coordinate employment areas, as defined below (e.g., the Board may combine "elementary programs" and "compensatory education programs" to identify an employment area of "elementary compensatory education program").

Employment Areas

Employment areas include, but are not limited to:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education, compensatory education, and migrant education. Each special program is a separate employment area.
4. Counseling programs.
5. Library programs.
6. Nursing and other health services programs.
7. An educational support program, that does not provide direct instruction to students.
8. Other District wide programs.
9. An individual campus.
10. Any administrative position(s), unit, or department.
11. Other contractual position(s)

Criteria For Decision

Using the following criteria, the Superintendent shall recommend to the Board employees within the affected employment area(s) for discharge or nonrenewal because of a reduction in force. These criteria are listed in order of importance; the Superintendent shall apply them sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force, i.e., if all necessary reductions can be accomplished by applying the certification criterion, it is not necessary to apply the performance criterion, etc.

1. Certification: Appropriate certification and/or endorsement for current or projected assignment.
2. Performance: Effectiveness as reflected by appraisal records and other written evaluative information.

If the Superintendent in his or her discretion decides that the documented performance differences between two or more reduction in force prospects are too insubstantial to rely upon, he or she may proceed to apply criteria 3 and 4.

3. Seniority: Years of service in the District.
4. Professional Background: Professional education and work experience related to the current or projected assignment.

Consideration For Available Positions

Once the Superintendent has identified the appropriate employees in the affected area(s), those employees shall be considered for other available positions for which they are qualified up to the date of a hearing requested in accordance with the provisions below.

After considering the Superintendent's recommendation, and if no vacancies exist for which the identified employees are qualified, the Board shall determine the employees to be proposed for discharge or nonrenewal, as appropriate. The Superintendent shall provide each employee written notice of the proposed action, including a statement of the reason(s) requiring such action and notice that the employee is entitled to a hearing.

Nonrenewal

An employee receiving a notice of proposed nonrenewal may request a hearing in accordance with DFBB(LEGAL) and (LOCAL).

Discharge

An employee receiving notice of proposed discharge during the period of a contract governed by Chapter 21 of the Education Code may request a hearing before an independent hearing examiner in accordance with DFD(LEGAL).

Request for Hearing

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

Term of Contract

DFD(LEGAL)

Hearings Before Hearing Examiner

Applicability

This hearing process applies only if an employee requests a hearing after receiving notice of a proposed decision to:

1. Terminate a continuing contract at any time;
2. Terminate a probationary or term contract before the end of the contract period; or
3. Suspend without pay.

It does not apply to a decision to:

1. Terminate a probationary contract at the end of the contract term; or
2. Not renew a term contract.

Education code 21.251

Request For Hearing

No later than the 15th day after the date the employee receives notice of one of the proposed contract actions listed above, the employee must file a written request with the commissioner for a hearing before a hearing examiner. *Education Code 21.253*

Assignment Of Hearing Examiner By Agreement

The parties may agree to select a person who is not certified to serve as a hearing examiner. If the parties agree on a hearing examiner before the request for a hearing is filed, then the request shall include the name of the hearing examiner selected. If the parties agree on a hearing examiner after the request for a hearing is filed, the employee shall notify the commissioner in writing of the name of the hearing examiner.

By Appointment

If the parties do not select a hearing examiner by agreement, the commissioner shall assign the hearing examiner not later than the 10th workday after the date on which the commissioner receives the request for a hearing. When a hearing examiner has been assigned, the commissioner shall notify the parties immediately.

Rejection

Either party is entitled to reject an assigned hearing examiner for cause. A rejection must be in writing and filed with the commissioner not later than the third day after the date of notification of the hearing examiner's assignment. If the commissioner determines that good cause exists for the rejection, the commissioner shall assign another hearing examiner.

Finality of Decision

After the employee receives notice of the proposed contract action, the parties may agree in writing that the hearing examiner's decision be final and non-appealable on all or some issues. *Education code 21.254*

Powers of Hearing Examiner

The hearing examiner may issue subpoenas, administer oaths, rule on motions and the admissibility of evidence, maintain decorum, schedule and recess the proceedings, allow the parties to take depositions or use other means of discovery, and make any other orders as provided by commissioner rule.

Conduct Of Hearing

The hearing and any depositions must be held within the geographical boundaries of the District or at the regional education service center that serves the District. *Education Code 21.255*

Private

A hearing before a hearing examiner shall be private unless the employee makes a written request for a public hearing.

Exception

If necessary to maintain decorum, the hearing examiner may close a hearing that an employee has requested to public.

Protection Of Witnesses

To protect the privacy of a witness who is a child, the hearing examiner may close the hearing to receive the testimony or order that the testimony be presented by procedures in Article 38.071, Code of Criminal Procedure.

Employee Rights

At the hearing, the employee has the right to:

1. Be represented by a representative of the employee's choice;
2. Hear the evidence on which the charges are based;
3. Cross-examine each adverse witness; and
4. Present evidence.

The hearing is not subject to the Administrative Procedure Act.

The hearing shall be conducted in the same manner as a trial without a jury in state district court. A certified shorthand reporter shall record the hearing.

Evidence

The Texas Rules of Civil Evidence shall apply at the hearing. An evaluation or appraisal of the teacher is presumed to be admissible at the hearing. The hearing examiner's findings of fact and conclusions of law shall be presumed to be based only on admissible evidence.

Burden Of Proof

The District has the burden of proof by a preponderance of the evidence at the hearing. *Education Code 21.256*

Costs

The District shall bear the cost of the services of the hearing examiner and certified shorthand reporter and the production of any original hearing transcript. Each party shall bear its costs of discovery, if any, and its

attorney's fees. *Education code 21.255(e)*

Recommendation

Not later than the 45th day after the date on which the commissioner receives a request for a hearing before a hearing examiner, the hearing examiner shall complete the hearing and make a written recommendation. The recommendation must include findings of fact and conclusions of law. The recommendation may include a proposal for granting relief, including reinstatement, back pay, or employment benefits. The proposal for relief may not include attorney's fees or other costs associated with the hearing or appeals from the hearing. The hearing examiner shall send a copy of the recommendation to each party, the Board President, and the commissioner.

Waiver Of Deadline

The parties may agree in writing to waive the right to a recommendation by the date specified above.
Education Code 21.257

Consideration

The Board or a designated subcommittee shall consider the hearing examiner's record and recommendation at the first Board meeting for which notice can be posted in compliance with the open meetings laws. The meeting must be held not later than the 20th day after the date that the Board President receives the hearing examiner's recommendation and record.

Oral Argument and Recording

At the meeting, the Board or subcommittee shall allow each party to present an oral argument to the Board or subcommittee. The Board may, by written policy, limit the amount of time for oral argument, provided equal time is allotted each party. A certified shorthand reporter shall record any such oral argument.

Legal Advice

The Board or subcommittee may obtain advice from an attorney who has not been involved in the proceedings.
Education Code 21.258, 21.260

Decision

Not later than the 10th day after the date on which the meeting to consider the hearing examiner's recommendation is held, the Board or subcommittee shall announce its decision, which must include findings of fact and conclusions of law, and may include a grant of relief.

The Board or subcommittee may adopt, reject, or change the hearing examiner's conclusions of law or proposal for granting relief. The Board may reject or change a finding of fact made by the hearing examiner:

1. Only after reviewing the record of the proceedings; and
2. Only if the finding of fact is not supported by substantial evidence.

The Board or subcommittee shall state in writing the reason for and legal basis for a change or rejection.

Recording

A certified shorthand reporter shall record the announcement of the decision. The District shall bear the cost of the reporter's services. *Education Code 21.259, 21.260*

Termination of Contract

DFE(LEGAL)

Resignation

Resignation and Deadline

An employee under a probationary contract, a term contract, or a continuing contract for the following school year may relinquish the position and leave District employment without penalty by filing a written resignation with the Board or the Board's designee not later than the 45th day before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the Board President or the Board's designee at the post office address of the District is considered filed at the time of mailing. A contractual employee may resign with the consent of the Board or the Board's designee at any other mutually agreeable time.

Sanctions

On written complaint of the District, the State Board for Educator Certification (SBEC) may impose sanctions against an employee who is employed under a contract for the following school year and resigns, fails without good cause to comply with the resignation deadlines, and fails without good cause to perform the contract. *Education Code 21.105, 21.160, 21.210*

Notice To The Commissioner

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 at DF (LEGAL). Before an employee's resignation is accepted in such a circumstance, the Superintendent shall inform the employee in writing that a report will be made to the commissioner of education that may result in sanctions against the employee's certificate. The Superintendent shall notify the Board prior to filing a report of a resignation with the commissioner of education. *19 TAC 137.587(b)(c)*

Termination of Contract

DFE(LOCAL)

Resignation

General Requirements

All resignations shall be submitted in writing to the Superintendent. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing. The Board delegates to the Superintendent the authority to accept resignations in accordance with the requirements of this policy. Once submitted and accepted, a resignation may not be withdrawn without consent of the Board or its designee.

During School Year

Contract employees may not resign during the school year, after active duty has begun, without the consent of the Board or its designee.

During Summer Months

Acceptance of a resignation after the deadline established by law [see DFE(LEGAL) preceding] is contingent on finding a suitable replacement.

Termination of Contract

DFE(LOCAL)

Reduction in Force

Applicability

The policy shall apply only to reductions in force of contractual employees when the reduction in force requires the termination of:

1. A contract governed by Chapter 21 of the Education Code in the following circumstances: a. A probationary contract during the contract period,

- b. A term contract during the contract period, or
- c. A term contract at the end of the contract period. 2. A contract not governed by Chapter 21 of the Education code during the contract period.

Note: This policy shall not apply to termination at any time of at-will employment (see DCD); termination of a continuing contract (see DFCA); termination of a probationary contract at the end of the contract period (see DFAA); or termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code (see DCE).

Definitions

Definitions used in this policy are as follows:

1. "Financial exigency" shall mean any event or occurrence that creates a need for the District to reduce financial expenditures for personnel including, but not limited to, a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
2. "Program change" shall mean any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. The term shall include, but not be limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or District wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to particular course offerings, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.
3. "Discharge" shall mean termination of a contract during the contract period.
4. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

General Grounds

A reduction in force may take place when the Board determines that financial exigency or a program change requires the discharge or nonrenewal of one or more employees. Such a determination constitutes sufficient cause for discharge or nonrenewal.

Scope Of Reduction

When a reduction in force is to be implemented, the Superintendent may assist the Board by making recommendations to the Board regarding the employment areas to be affected. In determining affected employment areas, the Board may combine or coordinate employment areas, as defined below (e.g., the board may combine "elementary programs" and "compensatory education programs" to identify an employment area of "elementary compensatory education program").

Employment Areas

Employment areas include, but are not limited to:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education, compensatory education, and migrant education. Each special program is a separate employment area.
4. Counseling programs.
5. Library programs.
6. Nursing and other health services programs.
7. An educational support program, that does not provide direct instruction to students.
8. Other District wide programs.
9. An individual campus.
10. Any administrative position(s), unit, or department.
11. Other contractual position(s).

Criteria For Decision

Using the following criteria, the Superintendent shall recommend to the Board employees for discharge or nonrenewal because of a reduction in force. These criteria are listed in order of importance; the Superintendent shall apply them sequentially to the extent necessary to identify the employees who least

satisfy the criteria and therefore are subject to the reduction in force, i.e., if all necessary reductions can be accomplished by applying the certification criterion, it is not necessary to apply the performance criterion, etc.

1. Certification: Appropriate certification and/or endorsement for current or projected assignment.
2. Performance: Effectiveness as reflected by appraisal records and other written evaluative information. If the Superintendent in his or her discretion decides that the documented performance differences between two or more reduction in force prospects are too insubstantial to rely upon, he or she may proceed to apply criterion 3 and, thereafter and to the extent needed, criterion 4.
3. Seniority: Length of service in the District.
4. Professional Background: Professional education and work experience related to the current or projected assignment.

Consideration For Available Positions

Once the Superintendent has identified the appropriate employees in the affected area(s), those employees shall be considered for other available positions for which they are qualified up to the date of a hearing requested in accordance with the provisions below.

Notice And Hearing

After considering the Superintendent's recommendation, and if no vacancies exist for which the identified employees are qualified, the Board shall determine the employees to be proposed for discharge or nonrenewal, as appropriate. The Superintendent shall provide each employee written notice of the proposed action, including a statement of the reason(s) requiring such action and notice that the employee is entitled to a hearing.

Nonrenewal

An employee receiving a notice of proposed nonrenewal may request a hearing in accordance with DFBB(LEGAL) and (LOCAL).

Discharge

An employee receiving notice of proposed discharge during the period of a contract governed by Chapter 21 of the Education Code may request a hearing before an independent hearing examiner in accordance with DFD(LEGAL).

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

Employment Practices

DCD(LEGAL)

At-Will Employment

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

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

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

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

Exception

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

Dismissal Procedure

An at-will employment relationship, standing alone without benefit of recognized exception, triggers no due process requirement out right. *Mott v. Montgomery County, Tex.*, 882 S.W. 2d 635, 638 [Tex. App.- Beaumont, 1994]

Notice To The Commissioner

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

Employment Practices

DCE(LOCAL)

At-Will Employment

The Board delegates to the Superintendent authority to hire and dismiss the following categories of employees, who shall serve on an at-will basis: teachers with District permits, paraprofessionals, and auxiliary personnel.

Assignment And Evaluation

The Superintendent or designee has sole authority to notify employees of assignments, compensation rates, and conditions of employment. Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with administrative procedures.

Reasonable Assurance Of Employment

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

Dismissal

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District.

Appeal To Board

A dismissed employee may request to be heard by the Board in accordance with DGBA (LOCAL)

Reports to State Board for Educator Certification

Policy DF

The dismissal or resignation of a certified employee will be reported to the SBEC when the superintendent first learns about an alleged incident of conduct that involves the following:

- Any form of sexual or physical abuse of a minor or any other illegal conduct with a student or a minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of school property or funds
- 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
- Committing a crime on school property or at a school-sponsored event
- Violating assessment instrument security procedures

Reports concerning court-ordered withholding

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance to the court and the individual receiving the support

(Texas Family Code §8.210, 158.211). Notice of the following must be sent to the court and support recipient:

- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

Exit interviews and procedures

Policy DC

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All district keys, books, property, and equipment must be returned upon separation from employment.

Reports to State Board for Educator Certification

Policy DF

The dismissal or resignation of a certified employee will be reported to the SBEC when the superintendent first learns about an alleged incident of conduct that involves the following:

- A reported criminal history
- Any form of sexual or physical abuse of a minor or any other illegal conduct with a student or a minor
- Soliciting or engaging in sexual conduct or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of school property or funds
- 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
- Committing a crime on school property or at a school-sponsored event
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Reports concerning court-ordered withholding

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- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

Student issues

Equal educational opportunities

Policies FB, FFH

The College Station ISD does not discriminate on the basis of race, color, religion, national origin, gender, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students on the basis of race, color, religion, gender, or national origin should be directed to the Director of Personnel, the district's Title IX coordinator. Questions or concerns about discrimination on the basis of a disability should be directed to the Director of Special Services_.

Student records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records: Parents Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights, the student (if 18 or older or emancipated by a court) and school officials with legitimate educational interests. The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the campus principal for assistance.

Parent and student complaints

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teachers or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Administering medication to students

Policy FFAC

Only designated employees can administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. A student who must take medication during the school day must bring a written request from his or her parent and the medicine, in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary supplements

Policies DH, FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic drugs

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

Student discipline

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student attendance

Policy FEB

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student, upon returning to school, must bring a note signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying

Policy FFI

All employees are required to report student complaints of bullying to the campus administrator. The district's policy that includes definitions and procedures for reporting and investigating bullying of students is located below:

<http://www.tasb.org/policy/pol/private/021901/>

Hazing

Policy FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, which has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus discipline person.

2009-2010 PAYROLL SCHEDULE

PAY PERIOD	# OF DAYS IN PERIOD	# OF WEEK DAYS	DUE IN BUSINESS OFFICE BY 12:00 NOON	PAY DATE
08/16/09 - 08/31/09	16	11	Wednesday, September 02, 2009	Thursday, September 10, 2009
09/01/09 - 09/15/09	15	11	Thursday, September 17, 2009	Friday, September 25, 2009
09/16/09 - 09/30/09	15	11	Thursday, October 01, 2009	Friday, October 09, 2009
10/01/09 - 10/15/09	15	11	Friday, October 16, 2009	Friday, October 23, 2009
10/16/09 - 10/31/09	16	11	Monday, November 02, 2009	Tuesday, November 10, 2009
11/01/09 - 11/15/09	15	10	Monday, November 16, 2009	Monday, November 23, 2009
11/16/09 - 11/30/09	15	11	Wednesday, December 02, 2009	Thursday, December 10, 2009
12/01/09 - 12/12/09	13	9	Monday, December 14, 2009	Thursday, December 17, 2009
12/13/09 - 12/31/09	18	14	Monday, January 04, 2010	Friday, January 08, 2010
01/01/10 - 01/14/10	14	10	Friday, January 15, 2010	Monday, January 25, 2010
01/15/10 - 01/31/10	17	11	Tuesday, February 02, 2010	Wednesday, February 10, 2010
02/01/10 - 02/12/10	13	10	Wednesday, February 17, 2010	Thursday, February 25, 2010
02/13/10 - 02/28/10	15	10	Tuesday, March 02, 2010	Wednesday, March 10, 2010
03/01/10 - 03/13/10	13	10	Monday, March 22, 2010	Thursday, March 25, 2010
03/14/10 - 03/31/10	18	13	Thursday, April 01, 2010	Friday, April 09, 2010
04/01/10 - 04/15/10	15	11	Friday, April 16, 2010	Friday, April 23, 2010
04/16/10 - 04/30/10	15	11	Monday, May 03, 2010	Monday, May 10, 2010
05/01/10 - 05/15/10	15	10	Monday, May 17, 2010	Tuesday, May 25, 2010
05/16/10 - 05/31/10	16	11	Wednesday, June 02, 2010	Thursday, June 10, 2010
06/01/10 - 06/15/10	15	11	Thursday, June 17, 2010	Friday, June 25, 2010
06/16/10 - 06/30/10	14	11	Thursday, July 01, 2010	Friday, July 09, 2010
07/01/10 - 07/15/10	15	11	Friday, July 16, 2010	Friday, July 23, 2010
07/16/10 - 07/31/10	16	11	Monday, August 02, 2010	Tuesday, August 10, 2010
08/01/10 - 08/15/10	15	10	Tuesday, August 17, 2010	Wednesday, August 25, 2010