



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** First Reading of Policy Update 112 affecting Local Policies (listed below)

**SUBMITTED BY:** Gloria S. Rendon **OF:** Associate Superintendent for Administration

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** February 20, 2019

## **RECOMMENDATION:**

BJA (LOCAL): Superintendent Qualifications and Duties  
CCG (LOCAL): Local Revenue Sources: Ad Valorem Taxes (Delete and moved to CCGA)  
CCGA (LOCAL): Ad Valorem Taxes: Exemptions and Payments  
CH (LOCAL): Purchasing and Acquisition  
CQ (LOCAL): Technology Resources  
CV (LOCAL): Facilities Construction  
DCB (LOCAL): Employment Practices: Term Contracts  
DH (LOCAL): Employee Standards of Conduct  
DH (EXHIBIT): Employee Standards of Conduct  
DIA (LOCAL): Employee Welfare: Freedom from Discrimination, Harassment and Retaliation  
FMA (LOCAL): Student Activities: School Sponsored Publications  
FNG (LOCAL): Student Rights and Responsibilities: Student and Parent Complaints/Grievances  
GF (LOCAL): Public Complaints  
GKA (LOCAL): Community Relations: Conduct on School Premises  
GKB (LOCAL): Community Relations: Advertising and Fundraising

## **RATIONALE:**

## **BUDGETARY INFORMATION:**

## **BOARD POLICY REFERENCE AND COMPLIANCE:**



## (LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)

Policies recommended for deletion are not included. If you want to include the text of these policies in the information given to the Board, you may download them from *Policy On Line*.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

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For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

SUPERINTENDENT  
QUALIFICATIONS AND DUTIES

BJA  
(LOCAL)

**Duties**

In addition to responsibilities specifically provided by law or in the Superintendent's contract, the Superintendent shall **provide educational leadership, demonstrate district management, and maintain positive Board and community relations.**

**Educational Leadership**

1. ~~To provide~~**Provide** leadership and direction for the development of an educational system that is based on the needs of students, on standards of excellence and equity, and on community goals. ~~Toward that end,~~ the Superintendent shall:

**Instructional Management**

- b.a.** Establish effective mechanisms for communication to and from staff in instructional evaluation, planning, and decision making.
- e.b.** Oversee annual planning for instructional improvement and monitor for effectiveness.
- d.c.** Ensure that goals and objectives form the basis of curricular decision making and instruction and communicate expectations for high achievement.
- e.d.** Ensure that appropriate data are used in developing recommendations and making decisions regarding the instructional program and resources.
- f.e.** Oversee a system for regular evaluation of instructional programs, including identifying areas for improvement, to attain desired student achievement.

**Student Services Management**

- h.f.** Oversee student services, including health and safety services, counseling services, and extracurricular programs, and monitor for effectiveness.
- i.g.** Oversee a discipline management program and monitor for equity and effectiveness.
- j.h.** Encourage, oversee, and participate in activities for recognition of student efforts and accomplishments.

**Staff Development and Professional Growth**

- h.i.** Oversee a program of staff development and monitor staff development for effectiveness in improving district performance.
- m.j.** Stay abreast of developments in educational leadership and administration.

**District Management**

~~2.1.~~ **To demonstrate**~~Demonstrate~~ effective planning and management of District administration, finances, operations, and personnel. ~~To accomplish this,~~ the Superintendent shall:

SUPERINTENDENT  
QUALIFICATIONS AND DUTIES

BJA  
(LOCAL)

Facilities and  
Operations  
Management

- b.a. Implement and oversee a planning process that results in goals, targets, or priorities for all major areas of District operations, including facilities maintenance and operations, transportation, and food services.
- e.b. Monitor effectiveness of District operations against appropriate benchmarks.
- d.c. Oversee procedures to ensure effective and timely compliance with all legal obligations, reporting requirements, and policies.
- e.d. Ensure that key planning activities within the District are coordinated and are consistent with Board policy and applicable law and that goals and results are communicated to staff, students, and the public as appropriate.

Fiscal Management

- g.e. Oversee a budget development process that results in recommendations based on District priorities, available resources, and anticipated changes to district finances.
- h.f. Oversee budget implementation to ensure appropriate expenditure of budgeted funds, to provide for clear and timely budget reports, and to monitor for effectiveness of the process.
- i.g. Ensure that District investment strategies, risk management activities, and purchasing practices are sound, cost-effective, and consistent with District policy and law.
- j.h. Maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Human Resources  
Management

- h.i. Ensure that the system for recruiting and selection results in personnel recommendations based on defined needs, goals, and priorities.
- m.j. Organize District staff in a manner consistent with District priorities and resources and monitor administrative organization at all levels for effectiveness and efficiency.
- n.k. Oversee a performance appraisal process for all staff that reinforces a standard of excellence and assesses deficiencies; ensure that results are used in planning for improvement.
- e.l. Administer a compensation and benefits plan for employees based on clearly defined goals and priorities.
- p.m. Encourage, oversee, and participate in staff recognition and support activities.

SUPERINTENDENT  
QUALIFICATIONS AND DUTIES

BJA  
(LOCAL)

**Board and  
Community  
Relations**

~~q.n.~~ Oversee a program for staff retention and monitor for effectiveness.

**Board**

~~3.1.~~ ~~To maintain~~ ~~Maintain~~ positive and professional working relationships with the Board and the community, ~~the Superintendent.~~ ~~The responsibilities in this regard shall encompass the following:~~

~~b.a.~~ Keep the Board informed of significant issues as they arise, using agreed upon criteria and procedures for information dissemination.

~~e.b.~~ Respond in a timely and complete manner to Board requests for information that are consistent with Board policy and established procedures.

~~d.c.~~ Provide recommendations and appropriate supporting materials to the Board on matters for Board decision.

~~e.d.~~ Articulate and support Board policy and decisions to staff and community.

**Community**

~~g.e.~~ Direct a proactive program of internal and external communication at all levels designed to improve staff and community understanding and support of the District.

~~h.f.~~ Establish mechanisms for community and business involvement in the schools and encourage participation.

~~i.g.~~ Work with other governmental entities and community organizations to meet the needs of students and the community in a coordinated way.

**Delegation**

To the extent permitted by law, the Superintendent may delegate responsibilities to other employees of the District but shall remain accountable to the Board for the performance of all duties, delegated or otherwise.

United-ISD  
240903

LOCAL REVENUE SOURCES  
AD VALOREM TAXES

CCG  
(LOCAL)

**No Discounts or  
Split Payments**

Discount or split payment options shall not be provided for the  
payment of property taxes in the District.

United ISD  
240903

AD VALOREM TAXES  
EXEMPTIONS AND PAYMENTS

CCGA  
(LOCAL)

**No Discounts or  
Split Payments**

Discount or split payment options shall not be provided for the payment of property taxes in the District.

**Purchasing  
Authority**

The Superintendent or designee shall determine the method of purchasing to be used, in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate, and to make budgeted purchases or purchases otherwise authorized by Board action unless state law requires the Board to make or approve a purchase.

Requests to participate in procurement programs authorized under Government Code 791.001 and 791.011—interlocal agreements authorized under Government Code 791.025(b)(c); the state purchasing program authorized under Local Government Code 271.083; or cooperative purchasing programs authorized by Local Government Code 271.102—shall be submitted to the Board for consideration and approval. District participation in these programs shall satisfy all state requirements regarding competitive procurement methods.

With the exception of purchases made via an interlocal agreement, a purchasing cooperative, and/or the state-approved contract, all transactions and/or contracts valued at \$50,000 or more per year, either as a single purchase or in the aggregate, shall require prior approval from the Board.

**Competitive Bidding**

If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable. On bids that are not required by law, the Board shall consider price, quality, suitability of the product, the bidder's references and record for responsibility, the bidder's knowledge of the product, and service.

For the purchase of like items from unapproved vendors in the amount of \$25,000 to \$49,999.99, written quotes shall be obtained by the District's purchasing department to determine the best value to the District. For purchases of like items from unapproved vendors in the amount of \$3,500 to \$24,999.99, written quotes shall be obtained by the requestor and verified by the District's purchasing department. A policy of obtaining quotes for price comparisons shall be a continuing process to ensure the District's receipt of the lowest prices for supplies and materials.

All records regarding District bids shall be kept on file in the business office.



PURCHASING AND ACQUISITION

CH  
(LOCAL)

<b>Emergency Purchases</b>	In emergency situations, the Superintendent may approve, to the extent permitted by law, the purchase of supplies, equipment, or services for less than \$50,000 without the quote requirement. Such emergency purchases shall be disclosed to the Board at the next regularly scheduled Board meeting.
<b>Competitive Sealed Proposals</b>	If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.  The District may reject any and all proposals <a href="#">in accordance with state or federal law, as applicable</a> .
<b>Electronic Bids or Proposals</b>	Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.
<b>Credit Cards</b>	The District shall have only one credit card account, which shall be chosen and maintained by the Superintendent. Purchases made with the District credit card shall only be for purposes related to District business. The Superintendent shall be the only District employee with permission to authorize use of the District credit card by another District employee. The Superintendent shall establish procedures for use of the credit card account so that all use is thoroughly documented.  Any points earned through the use of the District's credit card shall be the property of the District and shall be used only for the benefit of the District, its students, or the uses related to the District's educational purpose, as approved by the Superintendent.
<b>Responsibility for Debts</b>	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board

PURCHASING AND ACQUISITION

CH  
(LOCAL)

shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase Commitments**

All purchase commitments shall be made by the Superintendent or designee in accordance with administrative procedures, including the District's purchasing procedures.

**Personal Purchases**

District employees shall not be permitted to make purchases for personal use through the District's business office.

**Criminal History**

The District shall not consider for contract approval a business whose owner or operator has a criminal record that includes a conviction, deferred adjudication, or plea of guilt or *nolo contendere* for any felony offense.

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**Note:** For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

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For purposes of this policy, "technology resources" means electronic communication systems and electronic equipment.

**Availability of Access**

Access to the District's technology resources, including the ~~internet~~internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

**Limited Personal Use**

Limited personal use of the District's technology resources shall be permitted if the use:

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

**Use by Members of the Public**

Access to the District's technology resources, including the ~~internet~~internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District's technology resources.

**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.

Access to the District's technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District's technology resources 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 criminal prosecution as well as disciplinary action by the District.

**Internet Safety**

The Superintendent or designee shall develop and implement an ~~internet~~internet safety plan to:

TECHNOLOGY RESOURCES

CQ  
(LOCAL)

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking ~~web-sites~~ ~~Web sites~~ and in chat rooms.

**Filtering**

Each District computer with ~~internet~~ ~~Internet~~ access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

**Monitored Use**

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

**Disclaimer of Liability**

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the ~~inter-~~ ~~net~~ ~~Internet~~.

**Record Retention**

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

**Electronically Signed Documents**

At the District's discretion, the District may make certain transactions available online, including student admissions documents, student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

**Security Breach Notification**

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the District's ~~website~~ **Web-site**.
4. Publication through broadcast media.

**Personal Recording Devices**

Personal recording devices shall include camera phones, cameras, audio/tape recorders, video recorders, and any other electronic device capable of recording a human voice or image. Restrictions regarding the use of personal recording devices in District facilities and related activities on or off campus shall include the following:

**Confidential Information**

- 2.1.** All employees, including student workers, shall be prohibited from using recording devices to duplicate confidential infor-

mation, including student records, personal records, and medical records. [See DBA, FFAC, and FL]

~~Restrooms and  
Other Private  
Locations~~

~~3.2.~~ All employees, students, and visitors shall be prohibited from using recording devices in restrooms, locker rooms, dressing rooms, and other locations where people have a reasonable expectation of privacy.

~~Instructional  
Settings~~

~~4.3.~~ Teachers and instructional personnel shall have the authority to impose restrictions on students regarding the use of recording devices in classrooms, laboratories, and other settings where instruction or testing occurs.

Teachers and instructional personnel shall provide written notification to students on the restrictions with use of recording devices in accordance with this policy. The restrictions shall be included in any syllabus and other District publications, including the student handbook, distributed to students.

~~Use by Employees~~

~~5.4.~~ All employees shall be prohibited from using recording devices at any District facility or during work-related activities and meetings.

Exception

An employee or student with a disability shall be permitted to use personal recording devices as a reasonable accommodation. An employee requesting such an accommodation shall contact the District's human resources department. A student requesting such an accommodation shall contact student support services.

Secret Recordings  
Prohibited

The District prohibits the secret operation of personal recording devices by employees and students while on District property. This includes, but is not limited to, the use of personal recording devices concealed on or within an individual's person, clothing, or belongings. Additionally, parents of students shall be prohibited from concealing personal recording devices on or within his or her student's person, clothing, or belongings.

Notice of Criminal  
Penalty

The District hereby notifies all employees, students, and parents that, in accordance with the Texas Penal Code, it is a crime to record a conversation to which one is not a party.

Confiscation

An authorized District employee shall have the authority to confiscate a personal recording device used in violation of this policy.

Discipline

Violations of the provisions regarding personal recording devices may result in disciplinary action, up to and including termination or expulsion.

FACILITIES CONSTRUCTION

CV  
(LOCAL)

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Unless otherwise determined by the Board, the project delivery/contract award method to be used for each construction contract valued at or above \$50,000 in the aggregate for each 12-month period shall be the job-order contract method set forth in Education Code Sections 44.031(a)(2) and 44.039, Chapter 44, Subchapter B, as determined and approved by the Board to be the best value for the District. If another method is deemed by the Superintendent to be more appropriate for a particular construction project, the Superintendent or designee shall submit a recommendation for the Board's consideration, determination, and approval as a delivery method that provides the best value to the District. [See CV series [generally](#) and [CBB\(LEGAL\)](#) for requirements if federal funds are involved.]

For construction contracts valued at or above ~~\$50,000~~ \$50,000, the Superintendent shall be authorized to execute the resulting contract after the Board has approved the proposal/bid. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and [CBB\(LEGAL\)](#)]

**Emergency Damage or Destruction**

The Superintendent or designee shall notify the Board of any exceptions to competitive procurement requirements due to damage to school facilities or equipment, as noted in CH(LEGAL) and CV(LEGAL).

**Change Orders**

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility. The Superintendent or designee is authorized to approve any change orders in an amount not to exceed \$25,000 prior to any changes being made in the approved plans or the actual construction of the facility, as well as any time extensions to construction contracts without Board approval.

**Project Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Superintendent has accepted the work.

EMPLOYMENT PRACTICES  
TERM CONTRACTS

DCB  
(LOCAL)

**Contracts Required  
by Law**

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to: ~~any employees in positions required by law to receive such contracts, including:~~

1. Any employees in positions required by statute to receive such contracts, including SBEC-certified employees serving full-time as principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors; ~~and~~
1. Full-time professional employees in other positions for which the District requires current SBEC certification; and
2. Full-time nurses.

~~Employees in positions for which the District requires current SBEC certification shall also receive term contracts.~~

[For District employees hired under a continuing contract, see also DCC]



EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

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

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of Standards of Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, **including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation**, may result in disciplinary action, including termination of employment. [See DCD and DF series]

**Covered Activities**

Each District employee has the responsibility to protect District assets and is expected to be alert to the potential for theft of property, theft of services, theft of anything of value, fraud, and financial impropriety. [See CAA]

**Inappropriate Conduct**

Examples of activities constituting inappropriate conduct include, but are not limited to, the following:

1. Misappropriation of activity funds or any funds collected by the District;
2. Misappropriation of District furniture, fixtures, or equipment;
3. Misappropriation of funds through fraudulent reporting on travel records;
4. Forgery or alteration of District checks;
5. Forgery or alteration of District purchase orders; and
6. Forgery or alteration of payroll time sheets.

**Duty to Report**

Any employee who knows or has reason to know of or suspects an occurrence of fraud, misappropriation, financial impropriety, or covered activity shall immediately notify his or her supervisor. If the employee has reason to believe that the supervisor may be involved, the employee shall immediately notify the department of human resources.

The employee shall not discuss the matter with anyone other than his or her supervisor and/or the police department. Employees who

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

knowingly make false allegations shall be subject to discipline up to and including dismissal.

**Investigation Duties**

During the investigation, employees should:

1. Direct all inquiries from suspected individuals, attorneys, or representatives to the department of human resources;
2. Not contact the suspected individual in an effort to determine facts or demand restitution;
3. Not discuss the case, facts, suspicions, or allegations with anyone outside the organization or those within the organization who do not have a legitimate need to know, unless specifically asked to do so by the department of human resources; and
4. Cooperate with the investigative process by answering questions, furnishing written statements, and volunteering information important to the investigation.

Throughout the course of an official District investigation or inquiry, every District employee has an affirmative duty to provide all relevant and factual information about the situation to his or her supervisor or any other District official investigating the matter.

An employee failing to volunteer such information shall receive a directive from an administrator to provide a statement. Failure to comply with the directive shall constitute insubordination, a violation that has grounds for disciplinary action up to and including termination. [See DCD and DF series]

When directed by an administrator or a District investigator, an employee shall submit a notarized affidavit about his or her knowledge of the matter under investigation. Intentional falsification, misstatement, or the concealment of a material fact in connection with the investigation shall be grounds for disciplinary action up to and including termination. Additionally, providing false or incorrect statements under oath may subject the employee to a criminal charge of perjury.

**Weapons Prohibited**

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

**Exceptions**

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action. [See CKE]
2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not loaded and not in plain view; or

3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic  
Communication**

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

<b>Personal Use</b>	All employees shall be held to the same professional standards in their public use of electronic communication, including cellular phones that cannot be used for personal purposes during instructional time, as for any other public conduct. If an employee's use of electronic communication, including cellular phones, takes away from instructional time; violates state or federal law or District policy; or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.
<b>Reporting Improper Communication</b>	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
<b>Disclosing Personal Information</b>	An employee shall not be required to disclose his or her personal <del>email</del> -mail address or personal phone number to a student.
<b>Safety Requirements</b>	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
<b>Harassment or Abuse</b>	<p>An employee shall not engage in prohibited harassment, including sexual harassment, of:</p> <ol style="list-style-type: none"><li>1. Other employees. [See DIA]</li><li>2. Students. [See FFH; see FFG regarding child abuse and neglect.]</li></ol> <p>While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.</p> <p>An employee shall report child abuse or neglect as required by law. [See FFG]</p>
<b>Relationships with Students</b>	<p>An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]</p> <p>As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]</p>
<b>Tobacco and E-Cigarettes</b>	An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

**Alcohol and Drugs /  
Notice of Drug-Free  
Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property 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 drug.

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

**Exceptions**

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

**Sanctions**

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and

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4. Referral to appropriate law enforcement officials for prosecution.

Notice	Employees shall receive a copy of this policy.
<b>Videotaping of Students</b>	An employee shall obtain written consent of a student's parent or guardian and from the campus principal before the employee may make or authorize the videotaping of a student or record or authorize the recording of a student's voice, unless the recording is made by a student for the purpose of facilitating classroom instruction.
Principal's Approval	The principal's written consent shall be obtained prior to videotaping or recording a student even when the law does not require the consent of a parent or guardian, such as when the videotape or recording is to be used for purposes of safety or for a purpose related to regular classroom instruction, as provided by law. [See FL]
Exception	In the case of videotaping a deposition for an employee termination or grievance action, the only consent to be obtained in advance shall be that of the student's parent or guardian.
<b>Care of Nonenrolled Children</b>	An employee shall not bring his or her own child or another person's child to school for the purpose of child care or babysitting. Personnel are employed to perform District functions while on duty and shall not bring or care for a child who is not enrolled on the campus at that time to the building to remain during working hours of the regular school day or summer school, or after school hours if the employee is still performing work-related duties. In instances where an employee has been allowed to enroll his or her child at his or her campus, the principal may allow for the student to be cared for by his or her parent after school/work hours.
<b>Arrests, Indictments, Convictions, and Other Adjudications</b>	An employee shall 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 the employee.
<b>Criminal History Background Check</b>	<p>At least once annually, the District may obtain criminal history records of Webb County and the counties contiguous to Webb County. The District may obtain this information from any other county when it has reason to believe that an employee has been convicted of a crime in such county or from a police department, the Department of Public Safety, or the Texas Department of Corrections. [See DC]</p> <p>An employee under felony indictment shall be recommended for suspension without pay pending adjudication of his or her case.</p>

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<b>Electronic Recording</b>	An employee shall not electronically record by audio, video, or other means any conversation or meeting unless each person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting shall obtain consent from anyone arriving late.
Conversations and Meetings	
Telephone Conversations	An employee shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded.
Public or Other Open Meetings	These provisions are not intended to limit or restrict electronic recordings of publicly posted Board meetings, Board committee meetings, appeals and grievance hearings, or any other Board-sanctioned meeting recorded in accordance with Board policy.
Official Investigations	These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by the police or the department of human resources.
<b>Job Duties</b>	An employee shall not conduct private or personal activities during the workday in lieu of, or while conducting, his or her assigned job duties and responsibilities. Except as permitted by policy, an employee shall not conduct or participate in meetings or individual conferences related to a professional or employee association or organization in lieu of, or while conducting, his or her assigned job duties and responsibilities. [See also DGA and DMD]
<b>Solicitation</b>	Except as approved in advance by the Superintendent or designee or permitted by District policy, commercial solicitation by an employee is prohibited on District property. "Commercial solicitation" for purposes of this policy shall mean: <ol style="list-style-type: none"><li>1. Selling or attempting to sell products or services for personal profit on behalf of a commercial enterprise or for a purpose unrelated to the school or District;</li><li>2. Requesting contributions, pledges, or donations for a purpose unrelated to the school or District; or</li><li>3. Providing items or making announcements that endorse or market a personal or commercial enterprise or a product or service unrelated to the school or District either through personal contact, or by sending or causing to be sent a communication through the District's electronic, telephone, or mail system.</li></ol> <p>"Commercial solicitation" does not mean participation in an authorized District procurement process on behalf of the District or arranged on behalf of District employees.</p>

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An employee may neither meet nor make arrangements to meet on District property with persons conducting commercial solicitation.

An employee shall not engage in the sale of services, books, equipment, or other items by misrepresenting such services or items as being endorsed or recommended by the District or its officials. Such conduct is prohibited at all times on or off District property. An employee shall obtain consent from the Superintendent or designee before engaging in the sale of services or items endorsed or recommended by the District or its officials. [See also DBD regarding outside employment and for-profit activities.]

**Distribution of  
Nonschool Literature**

Duplicated, written, or printed materials, including handbills, petitions, photographs, pictures, films, audiotapes, and other visual or auditory materials concerning private or personal issues shall not be circulated, publicly displayed, emitted, or distributed on District property at any time unless permission has been obtained in accordance with District policy and only in the locations designated by principals or department supervisors. [See GKDA]

**Identification Badges**

All District employees shall wear their District-issued identification badges in a clearly visible manner while at any District campus or facility. The badges must not be altered and must remain free of any item or material that covers any part of the front surface of the badge. A District employee that observes anyone on campus without a District-issued identification badge or visitor name badge shall inquire as to the person's reason for being at the location. A visitor without a visitor name badge shall be directed to the front office or front desk in order to obtain a visitor name badge. Any person who appears to present a security concern shall be reported immediately to law enforcement and District security.

The employee's picture on his or her identification badge shall be used as the picture on the employee's District email account.

**Electronic Building-  
Access Cards**

Each District employee issued a District electronic building-access card shall be responsible for safeguarding the card against loss or theft. Should loss or theft occur, the employee shall immediately notify his or her supervisor so that the card can be deactivated.

The District shall replace an employee's lost or stolen electronic building-access card no more than two times. Following that, an employee shall pay a \$10 fee each time his or her card needs to be replaced.



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

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**Definitions** Solely for purposes of this policy, the term “~~employee~~employees” includes former employees, applicants for employment, and unpaid interns.

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

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

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

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

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

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

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

**Examples**

Examples of sexual harassment may include 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.

**Retaliation**

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

~~An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.~~

**Examples**

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

**Prohibited Conduct**

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

**Reporting Procedures**

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

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

**Definition of District Officials**

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

**Title IX Coordinator**

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

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ADA / Section 504 Coordinator	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]
Superintendent	The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.
<b>Alternative Reporting Procedures</b>	<p>An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.
<b>Notice of Report</b>	Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.
<b>Investigation of the Report</b>	<p>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.</p> <p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p> <p>If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.</p> <p>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.</p> <p>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</p>

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allegations. The investigation may also include analysis of other information or documents related to the allegations.

**Concluding the Investigation**

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

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

**District Action**

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

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

**Confidentiality**

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

**Appeal**

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

The complainant may have a right to file a complaint with appropriate state or federal agencies.

**Records Retention**

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

**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.

STUDENT ACTIVITIES  
SCHOOL-SPONSORED PUBLICATIONS

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All publications edited, published, and printed, or distributed in print or electronically in the name of or within the District or an individual campus schools shall be under the control of the campus and District school administration and the Board. All school-sponsored publications approved and issued by a principal and published by students at an individual campus schools shall be part of the instructional program, under the supervision of a faculty sponsor.

**Note:** For provisions regarding advertising, including advertising in District- or school-sponsored, and shall be carefully edited to reflect the ideals and expectations of the citizens of the District for their schools. The principal shall be responsible for all matters pertaining to the organization, issuance, and sale of such publications, see GKB, and any other publication procedure, subject to the Superintendent's approval.

**Advertising**

Advertising in individual school publications may be accepted from bona fide business firms, subject to the approval of professional employees exercising editorial supervision over the publications. Advertising deemed inappropriate for student readers or that advertises products presenting a health hazard, such as alcohol or tobacco products, shall not be accepted.

**Complaints**

Students who have a complaint regarding the procedures or a professional decision affecting the content or style of a school-sponsored publication shall present that complaint in accordance with FNG.

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

**Complaints**

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

**Other Complaint Processes**

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

1. Complaints alleging discrimination or harassment based on race, color, gender, national origin, disability, or religion shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

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12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

*Extracurricular  
Activity  
Complaints*

In accordance with FNG(LEGAL), the Board is not required to address a complaint concerning a student's participation in an extracurricular activity that does not involve a violation of a right guaranteed by Chapter 26. Complaints regarding extracurricular activities shall be addressed by the District's extracurricular activity committee established by the Superintendent. The decision of the extracurricular activity committee shall be final.

**Notice to Students  
and Parents**

The District shall inform students and parents of this policy through appropriate District publications and as authorized by the Superintendent.

**Guiding Principles**  
Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, extracurricular sponsor, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

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

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

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

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**Freedom from  
Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

**General Provisions**

**Filing**

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including ~~email~~ and fax, or by U.S. Mail within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

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

All complaints shall be signed by the student or parent or representative; however, a representative shall submit written authorization, signed by the student or parent, which specifically allows the representative to act on behalf of the student or parent during the grievance process.

**Scheduling  
Conferences**

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

**Response**

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's ~~email~~ address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

**Days**

"Days" shall mean District business days as determined by the academic calendar, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."



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Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. If the student or parent designates more than one representative, only one representative shall be allowed to be present during any level of the grievance process. Witnesses shall not be allowed during any level of the grievance process; however, witness statements may be tendered at a grievance hearing. The only parties that shall be allowed during the student's or parent's presentation during any level of the grievance process shall be the student, parent/legal guardian, and one representative.

The student or parent may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Representatives shall conduct themselves with common courtesy and respect for the rights of others. If at any level a student, parent/legal guardian, or representative is deemed to be unruly, disrespectful, or disruptive to the hearing process, the grievance hearing shall be concluded, and the student and/or parent and representative shall be issued a decision based on the written record and oral arguments set forth by the student or parent and representative, as applicable. Further, if a grievance hearing is concluded due to unruly conduct by the student, parent or guardian, or representative, the student or parent shall no longer be entitled to live presentations for the grievance at hand and any future grievances filed within the same school year. The grievance at hand and any future grievances during the same school year shall continue under the rules provided in Written/Recorded Presentations, below.

The District shall have the authority to remove a disruptive representative from the premises. Additionally, after an examination of the facts, if the Superintendent deems the representative has been disruptive in a repetitive manner, he or she may issue a letter of warning to the complainant's representative. If the representative continues to display the same disruptive conduct, the Superintendent may deny the representative further opportunities to represent future complaints.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of

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events that have been or could have been addressed in a previous complaint. If a student or parent submits a grievance that is a duplicate of a prior grievance, the department of human resources may dismiss the complaint without the necessity of a hearing.

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

Untimely Filings

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

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

Costs Incurred

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

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to the complaint form. Once submitted, the grievance shall be limited to the written remedies addressed in the initial complaint. No new remedies shall be introduced during the grievance proceeding that have not been specifically mentioned or produced in the initial complaint form. Further, the only remedies ruled upon shall be those listed on the initial complaint; remedies requested in an oral manner at any hearing level shall not be considered. Any new remedies shall be addressed in a subsequent complaint form and under the rules and timelines set forth in this policy.

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

Complaint forms must be filed:

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

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In most circumstances, students and parents shall file Level One complaints with the campus principal.

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

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

**Statement of Particulars**

If a complaint is found to be too vague, general, or indefinite at any level of this policy, the ~~timelines~~~~time-lines~~ at the complaint level shall be held in abeyance, during which time the complainant shall be required to prepare a written statement of particulars setting out with specificity the act(s) and/or omission(s) complained of in order to afford the respondent with fair notice and an opportunity to adequately respond in writing to each charge or offer a remedy. If the complainant or his or her representative does not adequately address the vague, general, or indefinite complaint within three days of written notification, the complaint shall be dismissed.

The Superintendent's designee may conduct a pre-hearing conference or make such other orders as may be deemed necessary or appropriate to clarify issues, afford the respondent with fair notice and an opportunity to respond, and assist in the resolution process.

**Audio / Video Recording**

As provided by law, a student or parent shall be permitted to make an audio recording of a conference or hearing under this policy in which the substance of the student or parent complaint is discussed. The student or parent shall notify all attendees present that an audio recording is taking place. The student or parent, representative, if designated, and the hearing officer shall be prohibited from video recording the hearing. If the student or parent or representative insist on video recording the hearing, the hearing officer may terminate the hearing at his or her discretion.

**Mutual Agreement of the Parties**

The parties involved may mutually consent to modify the procedure as necessary to accomplish the goal of resolving the dispute in the most efficient and expeditious manner possible.

**Withdrawal**

A student or parent may withdraw his or her complaint at any time. Once withdrawn, a complaint shall not be reconsidered. If the student or parent has designated a representative, the representative need not consent to the complaint being withdrawn.

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A dispute shall be considered withdrawn if a student or parent fails to pursue the complaint or otherwise is deemed to be unreasonably protracting the process.

**Designated Parties**

For purposes of hearing a complaint at both the informal and formal complaint conference, the designated party shall be assigned by the Superintendent.

**Mediation  
Conference**

At the time the student or parent files his or her complaint or grievance, the student or parent shall have an informal mediation conference with an administrator prior to entering the formal complaint process. The administrator shall schedule and conduct an informal mediation conference within ten days of receipt of the complaint or at a time mutually agreeable to the parties. At the informal conference, the following shall be discussed:

1. The concern;
2. The justification or rationale for the concern;
3. The harm sustained or being sustained by the student or parent; and
4. The remedy sought for resolution.

The student or parent and the administrator shall endeavor to reach an agreement resolution of the concern. If resolution is reached, the complaint is resolved. If resolution is not reached, the student or parent may invoke the formal complaint process.

**Formal Process**

The formal complaint process shall consist of three levels. Level One and Level Two shall be closed to the public and the student's or parent's designated representative shall be the only other person in attendance. The only exception is that a student may have an adult present with him or her at a hearing other than the designated representative. If at any point during the grievance process the student or parent and representative, (if designated), are to be present in front of the party being grieved against, the hearing officer shall have the discretion to separate the parties and allow separate presentations. A Level Three presentation to the Board shall be held within a properly posted Board meeting. The Board shall determine whether the hearing will be held in open or closed session, except that the hearing shall be held in closed session upon the request of the employee who is the subject of the complaint, or as authorized by law. At the discretion of the hearing officer, the student or parent shall be afforded a reasonable amount of time at each level of the grievance process; the hearing officer shall have the discretion to provide a reasonable amount of time for a hearing from administration if deemed necessary. No party shall be allowed more time than the other in a grievance hearing.

### Level One

If resolution of the complaint is not reached at the mediation complaint/grievance level, the student or parent may enter the Level One complaint process and request a formal meeting with the lowest level administrator who has the authority to remedy the alleged problem within seven days of the mediation conference, unless the time has been extended by written agreement. The Superintendent shall appoint another administrator to serve as the Level One hearing officer when the complaint is against the administrator who would normally hear the Level One complaint.

A Level One conference shall be conducted within ten days of notice by the student or parent requesting to enter the Level One complaint process. The administrator shall notify the student or parent of the date, time, and place of the conference at which time the complaint shall be reviewed with the student or parent. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within 14 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint. The only remedies ruled upon shall be those listed on the initial complaint; remedies requested in an oral manner at any hearing level shall not be considered.

The Level One conference shall not provide for cross-examination of any witnesses, nor shall this conference in any way resemble an evidentiary hearing. If necessary, each side shall simply make presentations to the Level One administrator within the allotted time period. The grievant may not appeal any part of a complaint of which said remedy has been granted at a prior level, including mediation.

### Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within seven days of the date of the written Level One response or, if no response was received, within seven days of the Level One response deadline. The student or parent may not appeal any part of a complaint of which said remedy has been granted at a prior level.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to

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the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

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

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and remedies considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision.

The Superintendent or designee shall provide the student or parent a written response within 14 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Audio recordings of the Level One and Level Two conferences shall be maintained with the Level One and Level Two records.

**Level Three**

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

The appeal notice must be filed in writing, on a form provided by the District, within seven days of the date of the written Level Two response or, if no response was received, within seven days of the Level Two response deadline. The student or parent may not appeal any part of a complaint of which said remedy has been granted at a prior level.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board. No member of the Board shall conduct any ex parte communications regarding the case. In regards to the pending grievance, the student or parent and the representative shall not communicate with

any Board members. Board members shall not take part in any deliberations or decision making without having first heard all the evidence prior to the hearing.

The Superintendent or designee shall provide the Board the record of the Level Two appeal.

The Level Two record shall be provided to the grievant and the Board no later than three days before the hearing, and shall include:

1. The Level One record;
2. The notice of appeal from Level One to Level Two;
3. The written response issued at Level Two and any attachments; and
4. All other documents relied upon by the administration in reaching the Level Two decision; the District reserves the right to redact confidential information, as required by law.

The appeal shall be limited to the remedies, issues, and documents considered at Level Two. The Board shall consider only those issues, remedies, and documents presented at the preceding levels and identified in the appeal notice, as well as the separate record of the Level Three presentation.

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

The Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's or parent's representative, any presentation from the administration, and any questions from the Board with any responses, shall be recorded by audio recording.

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

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



**Complaints**

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

**Other Complaint Processes**

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

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Guiding Principles**

**Informal Process**

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

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

**Formal Process**

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

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

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

**Freedom from Retaliation**

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

**General Provisions**

**Filing**

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including ~~email~~-mail and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication

shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

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

Days

"Days" shall mean District business days. In calculating ~~timelines~~-time-lines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

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

Untimely Filings

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

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

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complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Statement of Particulars

If a complaint is found to be too vague, general, or indefinite at any level of this policy, the time lines at the complaint level shall be held in abeyance, during which time the complainant shall be required to prepare a written statement of particulars setting out with specificity the act(s) and/or omission(s) complained of in order to afford the respondent with fair notice and an opportunity to adequately respond in writing to each charge or offer a remedy.

The Superintendent's designee may conduct a pre-hearing conference or make such other orders as may be deemed necessary or appropriate to clarify issues, afford the respondent with fair notice and an opportunity to respond, and assist in the resolution process.

Level One

Complaint forms must be filed:

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

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

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

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

Absent extenuating circumstances, the administrator shall provide the individual a written response within 14 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

**Level Two**

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

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

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

The Level One record shall include:

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

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

The Superintendent or designee shall provide the individual a written response within 14 days following the conference. The written

response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

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

### Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall

hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

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

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

COMMUNITY RELATIONS  
CONDUCT ON SCHOOL PREMISES

GKA  
(LOCAL)

**Access to Campus  
and District Property**

Authorized District officials, including ~~administrators, as well as~~ school resource officers and District police officers if applicable, may refuse to allow a person ~~access to~~ ~~to enter or may eject a person from~~ property under the District's control in accordance with law.

District ~~officials~~ ~~personnel~~ may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or  
Exclusion under  
Education Code  
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus  
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

**Prohibitions**

**Tobacco and  
E-Cigarettes**

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

**Weapons**

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

**Exceptions**

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area ~~owned or~~ provided by the District, as long as the handgun or other firearm is not loaded and not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Promotional  
Activities**

District facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

[For information relating to nonschool use of facilities, see GKD.]

**Advertising**

For purposes of this policy, "advertising" shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. "Advertising" does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District ~~reserves~~ ~~shall also reserve~~ the right to reject advertising that: ~~is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.~~

1. Is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum;
2. Is inappropriate in a school setting with a student audience;
3. Advertises products presenting a health hazard;
4. Creates a substantial likelihood of material disruption, including adding to the District's obligations for security and facilities maintenance; or
5. Adds to the District's administrative burden by exposing the District to complaints, controversy, or litigation.

The District shall not accept paid political advertising.

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's formal procurement process.

[For information relating to school-sponsored publications, see FMA.]



**Sponsorships and  
Donations**

If the District or any campus accepts financial or in-kind donations to support District-sponsored activities, the District reserves the right to acknowledge donors through whatever means the District deems appropriate. The District retains full editorial control over its acknowledgment or display of donations, even if donors are permitted to suggest text for the acknowledgment.