



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC First Reading of LOCAL Policies in TASB Update 105

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

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: September 21, 2016

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees approve First Reading of LOCAL Policies in TASB Update 105.

- BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL
- BQ(LOCAL): PLANNING AND DECISION-MAKING PROCESS
- CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - MAINTENANCE
- CLE(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - FLAG DISPLAYS
- CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT
- DBA(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CREDENTIALS AND RECORDS
- DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL
- DFFA(LOCAL): REDUCTION IN FORCE - FINANCIAL EXIGENCY
- DFFB(LOCAL): REDUCTION IN FORCE - PROGRAM CHANGE
- EHBD(LOCAL): SPECIAL PROGRAMS - FEDERAL TITLE I
- FDC(LOCAL): ADMISSIONS - HOMELESS STUDENTS
- FO(LOCAL): STUDENT DISCIPLINE

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

(LOCAL) Policy Comparison Packet

Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in the TASB Policy Service records.

The comparison is generated by an automated process that shows changes 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.

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, Policy Service's recent migration to Word 2013 causes some margin notes to appear as a tracked change where no change has taken place.

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

Policy.Service@tasb.org

800-580-7529

512-467-0222

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of **Constitutional** rights ~~guaranteed by the Constitution~~, or based unlawfully on race, color, religion, sex, **gender**, national origin, **age**, disability, or **any other basis prohibited by law**.~~age~~. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress ~~to-~~**ward**~~towards~~ the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on ~~District~~**school** property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or **the** community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. **Behavior that presents a danger of physical harm to a student or other individuals.**
- ~~18.~~**19.** Assault on a person on **District**~~school~~ property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~19.~~**20.** Use of profanity in the course of performing any duties of employment, whether on or off **District**~~school~~ premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~20.~~**21.** Falsification of records or other documents related to the District's activities.
- ~~21.~~**22.** Falsification or omission of required information on an employment application.
- ~~22.~~**23.** Misrepresentation of facts to the Board or other District officials in the conduct of District business.
- ~~23.~~—Failure to fulfill **or maintain** requirements for Superintendent certification, **unless granted a waiver by:**
24. ~~Failure to fulfill the commissioner requirements of education a deficiency plan under an Emergency Permit or a Special Assignment Permit.~~
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

~~26-27.~~ Any reason constituting good cause for terminating the contract during its term.

NOTICE OF
PROPOSED
NONRENEWAL

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent ~~by hand or certified mail, return receipt requested,~~ written notice of the proposed nonrenewal in accordance with law. ~~This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.~~

REQUEST FOR
HEARING

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

HEARING
PROCEDURE

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

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

1. After consultation with the parties, the ~~presiding officer~~ ~~Board President~~ shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

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

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

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

PLANNING AND DECISION-MAKING PROCESS

BQ
(LOCAL)

~~DISTRICT MISSION,
GOALS, AND
OBJECTIVES AND
CAMPUS OBJECTIVES~~

The Board shall approve and periodically review the District's **vi-
sion**, mission, and goals to improve student performance. The **vi-
sion**, mission, goals, and the approved District and campus objec-
tives shall be mutually supportive and shall support the state goals
and objectives under Education Code, Chapter 4. [See
AE(EXHIBIT)]

DISTRICT
IMPROVEMENT
PLANNING PROCESS

The District's planning process to improve student performance
includes the development of the District's educational goals, the
legal requirements for the District and campus improvement plans,
all pertinent federal planning requirements, and administrative pro-
cedures. The Board shall approve the process under which the
educational goals are developed and shall ensure that input is
gathered from the District-level committee. [See BQA]

PARENT AND
FAMILY
ENGAGEMENT ~~PARE
NTAL
INVOLVEMENT~~
PLAN

The Board shall ensure that the District and campus improvement
plans, as applicable, address all elements required by federal law
for receipt of Title I, Part A funds, including elements pertaining to
parent and family engagement, ~~parental involvement~~. The Dis-
trict-level and campus-level committees shall involve parents **and
family members of District students** in the development of such
plans and in the process for campus review and improvement of
student academic achievement and campus performance. [See
EHBD]

ADMINISTRATIVE
PROCEDURES AND
REPORTS

The Board shall ensure that administrative procedures **are devel-
oped** ~~meet legal requirements~~ in the areas of planning, budgeting,
curriculum, staffing patterns, staff development, and school organi-
zation; adequately reflect the District's planning process; and in-
clude implementation guidelines, time frames, and necessary re-
sources. **The District-level and campus-level committees shall
be involved in the development of these procedures.** [See
BQA and BQB]

The Superintendent shall report periodically to the Board on the
status of the planning process, including a review of the related
administrative procedures, any revisions to improve the process,
and progress on implementation of identified strategies.

EVALUATION

The Board shall ensure that data are gathered and criteria are de-
veloped to undertake the required biennial evaluation to ensure
that policies, procedures, and staff development activities related to
planning and decision-making are effectively structured to positive-
ly impact student performance.

INTEGRATED PEST
MANAGEMENT
PROGRAM

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code guidelines in all pest control activities that take place on District property.

DEFINITION
IPM DEFINITION

~~As provided in the Texas Administrative Code, integrated pest management (IPM)~~ is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve best control of pests. These tactics shall possibly include, but are not limited to, the judicious use of pesticides.

STANDARDS

~~The~~ In accordance with Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code, the District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities.

IPM COORDINATOR
IPM COORDINATOR

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

APPLICATION TIME
FRAME

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

NO UNAUTHORIZED
APPLICATION

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District school facility without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
FLAG DISPLAYS

CLE
(LOCAL)

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law :

- ~~Records Management Officer, as prescribed by Local Government Code 203.023~~
- Records Administrator, as prescribed by Local Government Code 176.001 and 176.007 [See BBFA and CHE]
- Officer for Public Information, as prescribed by Government Code 552.201–.205 [See GBAA]
- Public Information Coordinator, as prescribed by Government Code 552.012 [See BBD]

LOCAL GOVERNMENT
RECORDS ACT
“LOCAL
GOVERNMENT
RECORD”

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

RECORDS
MANAGEMENT
OFFICER

The Superintendent shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023, and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

NOTIFICATION

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

RECORDS
CONTROL
SCHEDULES

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

WEBSITE POSTINGS

The District’s records management program shall address the length of time records will be posted on the District’s website when the law does not specify a posting period.

**RECORDS
DESTRUCTION
PRACTICES**

**ALL LOCAL
GOVERNMENT
RECORDS SHALL BE
CONSIDERED
DISTRICT PROPERTY
AND ANY
UNAUTHORIZED
DESTRUCTION OR
REMOVAL SHALL BE
PROHIBITED.
DOCUMENT
DESTRUCTION
PRACTICES**

The District shall follow its records **control schedules, records management program, and all applicable laws** regarding **records** destruction. However, the District shall preserve **records**, including electronically stored information, and suspend routine record destruction practices **where appropriate and in accordance with** ~~as applicable according to~~ procedures developed by the records management officer. **Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. ∴**

- ~~1. In the event of pending or reasonably anticipated litigation;~~
- ~~2. In the event of an investigation by a federal agency or department or any bankruptcy case; or~~
- ~~3. In the event of a public information request.~~

Notification shall be given to appropriate staff ~~when of any applicable obligations to suspend~~ routine record destruction practices **must be suspended and when they may be resumed.**

TRAINING

**THE RECORDS
MANAGEMENT
OFFICER SHALL
RECEIVE
APPROPRIATE
TRAINING
REGARDING THE
LOCAL GOVERNMENT
RECORDS ACT AND
SHALL ENSURE THAT
CUSTODIANS OF
RECORDS, AS
DEFINED BY LAW,
AND OTHER
APPLICABLE
DISTRICT STAFF ARE
TRAINED ON THE
DISTRICT'S RECORDS
MANAGEMENT
PROGRAM,
INCLUDING THIS
POLICY AND
CORRESPONDING
PROCEDURES.
WEBSITE POSTINGS**

~~The District's records management program shall address the length of time documents will be posted on the District's website when the law does not specify a posting period.~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LOCAL)

~~PARENT
NOTIFICATION~~

~~The District shall notify parents of students in classrooms in which the regular teacher is not "highly qualified," as required by law.~~

~~However, notification shall not be required when:~~

- ~~1. The home campus teacher of a secondary school student assigned to a disciplinary alternative education program (DAEP) is considered the teacher of record;~~
- ~~2. The home campus teacher:
 - ~~— Is highly qualified,~~
 - ~~a. Assigns and evaluates the student's coursework,~~
 - ~~a. Provides substantially the same coursework and uses the same grading standards as in the regular classroom,~~
 - ~~a. Has final authority on the coursework grades and the final grade for the course, and~~
 - ~~a. Is regularly available for face-to-face consultation with the student and the DAEP teacher; and~~~~
- ~~2. The DAEP teacher meets all applicable SBEC certification requirements.~~

UPDATING
CREDENTIALS

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the **District Superintendent**:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

CONTRACT
PERSONNEL

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

**SOCIAL SECURITY
NUMBER**

The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

~~SOCIAL SECURITY
NUMBER~~

REASONS

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

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
- ~~11. A decision by a campus intervention team that the employee not be retained at a reconstituted campus. [See AIC]~~
- ~~12.11.~~ The employee is not retained at a campus ~~that has been repurposed~~ in accordance with **the provisions of a campus turnaround plan**. [See AIC]
- ~~13.12.~~ Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on ~~District school~~ property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
- ~~14.13.~~ The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

- ~~15~~.14. Failure to meet the District's standards of professional conduct.
- ~~16~~.15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
- ~~17~~.16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
- ~~18~~.17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
- ~~19~~.18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
- ~~20~~.19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, ~~or the~~and community, impairs or diminishes the employee's effectiveness in the District.
- ~~21~~.20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
- ~~22~~.21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- ~~23~~.22. A significant lack of student progress attributable to the educator.
- ~~24~~.23. Behavior that presents a danger of physical harm to a student or to other individuals.
- ~~25~~.24. Assault on a person on ~~District~~school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~26~~.25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~27~~.26. Falsification of records or other documents related to the District's activities.

- ~~28.27.~~ Falsification or omission of required information on an employment application.
- ~~29.28.~~ Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
- ~~30.29.~~ Failure to fulfill requirements for **state licensure or certification**, including passing certification **or licensing** examinations required by state **or federal law or by the District**, for the employee's assignment.
- ~~31.30.~~ Failure to ~~achieve or~~ maintain **licensing and certification requirements, including the completion of "highly qualified" status as** required **continuing education hours**, for the employee's assignment.
- ~~32.31.~~ Failure to **complete certification or permit renewal requirements, or failure to** fulfill the requirements of a deficiency plan, under an Emergency Permit, ~~a Special Assignment Permit~~, or a Temporary Classroom Assignment Permit.
- ~~33.32.~~ Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- ~~34.33.~~ Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- ~~35.34.~~ Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of ~~term~~**professional employee** contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

NOTICE OF
PROPOSED
NONRENEWAL

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all ~~of~~ the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal ~~at~~; a reasonable time before the hearing.

The Board has chosen to designate the type of hearing for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see REQUEST FOR BOARD HEARING, below] or an independent hearing examiner appointed by the ~~commissioner of education~~ ~~Commissioner~~ [see REQUEST FOR APPOINTMENT OF HEARING EXAMINER, below] will conduct the hearing.

REQUEST FOR
APPOINTMENT
~~OF REQUEST FOR~~
~~APPOINTMENT OF~~
HEARING EXAMINER

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the ~~commissioner~~ ~~Commissioner of Education~~, and providing the Board a copy of the request, not later than the 15th day after ~~the date the employee received~~ ~~receiving~~ the notice of ~~the~~ proposed nonrenewal.

HEARING
~~PROCEDURES PRO~~
~~CEDURES~~
BOARD DECISION

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

Following the hearing, the Board shall take appropriate action in accordance with DFD.

REQUEST FOR
BOARD HEARING
~~REQUEST FOR BOARD~~
~~HEARING~~

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see HEARING BY THE BOARD, below] or an attorney designated by the Board [see HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING BY THE
BOARD

~~HEARING BY THE
BOARD~~

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

HEARING
PROCEDURES

~~HEARING
PROCEDURES~~

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

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

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

BOARD DECISION

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

HEARING BY AN
ATTORNEY
DESIGNATED BY THE
BOARD

~~HEARING BY AN
ATTORNEY
DESIGNATED BY THE
BOARD~~

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at HEARING BY THE BOARD.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

BOARD REVIEW
~~BOARD REVIEW~~

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

NO HEARING

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

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

PLAN TO REDUCE
PERSONNEL COSTS

~~PLAN TO REDUCE
PERSONNEL COSTS~~

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs, if the District has received **from the commissioner of education** certification ~~from the Commissioner~~ of a reduction in funding under Education Code 42.009 [see CBA and DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the **commissioner** ~~Commissioner~~ [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, **if applicable**.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE
DUE TO FINANCIAL
EXIGENCY

APPLICABILITY

~~REDUCTION IN FORCE
DUE TO FINANCIAL
EXIGENCY~~

~~APPLICABILITY~~

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS
~~GENERAL GROUNDS~~

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS
~~EMPLOYMENT AREAS~~

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, ~~highly qualified status~~, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

~~SUPERINTENDENT
RECOMMENDATION~~

~~SUPERINTENDENT
RECOMMENDATION
BOARD VOTE~~

~~BOARD VOTE~~

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

~~NOTICE~~

~~NOTICE~~

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

~~CONSIDERATION FOR
AVAILABLE
POSITIONS~~

~~CONSIDERATION FOR
AVAILABLE POSITIONS~~

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

HEARING REQUEST

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

NONRENEWAL:
TERM CONTRACT

~~HEARING REQUEST~~

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

~~DISCHARGE:~~

~~NONRENEWAL~~

~~TERM CONTRACT~~

~~CONTRACT~~

~~CT~~

DISCHARGE:

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

NON-

CHAPTER

~~CHAPTER~~ 21

~~CONTRACT~~

FINAL ACTION

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

HEARING
REQUESTED

~~FINAL ACTION~~

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

~~REQUESTED~~

~~HEARING~~

~~REQUESTED~~

~~REQUESTED~~

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

APPLICABILITY

~~APPLICABILITY~~

This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or ~~Districtwide~~ Districtwide.
2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

~~GENERAL GROUNDS~~

A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.

EMPLOYMENT AREAS

~~EMPLOYMENT AREAS~~

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.

9. Other ~~District-wide~~~~Districtwide~~ programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a ~~District-wide~~~~Districtwide~~ or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

**CRITERIA FOR
DECISION**

~~CRITERIA FOR
DECISION~~

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, ~~highly-qualified status~~, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
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two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

**SUPERINTENDENT
RECOMMENDATION**

The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

~~SUPERINTENDENT
BOARD VOTE
RECOMMENDATION
BOARD VOTE~~

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

**NOTICE
NOTICE**

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

**CONSIDERATION FOR
AVAILABLE
POSITIONS**

An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

~~CONSIDERATION FOR
AVAILABLE POSITIONS~~

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

**HEARING REQUEST
HEARING REQUEST**

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

| | |
|--------------------------------|---|
| | <p>Services, including transportation, that the District is required to provide shall not be considered in determining the student's school of attendance feasibility.</p> |
| CONTINUATION OF TRANSPORTATION | <p>The District shall provide transportation to a student who is homeless student assigned to and from attend the school of origin, as provided by law. If such a student ceases to be homeless and if requested by the parent, guardian, or unaccompanied youth, the District shall continue to provide transportation to and from the school of origin through the end of the school year ., upon request from the parent or guardian. [See CNA]</p> |
| DISPUTE RESOLUTION PROCESS | <p>If In the District determines event that it is not in the student's best interest to attend the school of origin or the requested school, the District shall provide a written explanation, in a manner and form that is understandable to the parent, guardian, or unaccompanied youth, of the reasons for the decision, including the right to appeal.</p> <p>If the homeless student, or his or her parent, or guardian, has a complaint about eligibility, school selection admission, placement, or enrollment decisions made services provided by the District, that person shall use the complaint resolution procedures set out in FNG(LOCAL), beginning at Level Two. The District shall expedite local timelines in the District's complaint process, when possible, for prompt dispute resolution.</p> <p>Pending final resolution of the dispute, the District shall immediately enroll the homeless student in the school in which enrollment is sought and permit the student to attend classes, receive the requested services, and participate fully in school activities.</p> <p>When the principal becomes aware of a complaint, he or she shall notify the liaison for homeless students within one school day. At all times during the dispute resolution process, the liaison for homeless students or designee shall accompany and assist the student, parent, or guardian.</p> <p>[See FNG(LOCAL) for all other complaints.] in the dispute resolution process. Throughout the dispute resolution process, the homeless student shall be permitted to attend classes, receive the requested services, and participate fully in school activities.</p> |