



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Second Reading of LOCAL Polices in TASB Update 98

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

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: December 18, 2013

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees approve Second Reading of LOCAL Polices in TASB Update 98.

BBE(LOCAL): BOARD MEMBERS – AUTHORITY

CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - SECURITY PERSONNEL

DBA(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CREDENTIALS AND RECORDS

DFFA(LOCAL): REDUCTION IN FORCE - FINANCIAL EXIGENCY

DFFB(LOCAL): REDUCTION IN FORCE - PROGRAM CHANGE

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

DNA(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS

EC(LOCAL): SCHOOL DAY

EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS

FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE

FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT

FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION

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.

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

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BOARD MEMBERS
AUTHORITY

BBE
(LOCAL)

BOARD AUTHORITY

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

TRANSACTIONING
BUSINESS

When a proposal is presented to the Board, **the Board shall hold** a discussion ~~shall be held~~ and **reach** a decision ~~reached~~. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

INDIVIDUAL
AUTHORITY FOR
COMMITTING THE
BOARD

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]

INDIVIDUAL ACCESS
TO INFORMATION

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. [See GBA]

LIMITATIONS

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

An individual Board member ~~Individual members~~ shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with **policy FL** ~~policies FL(LEGAL) and (LOCAL)~~.

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

REQUESTS FOR
RECORDS

An individual Board member ~~Individual members~~ shall seek access to records ~~or~~, request copies of records, ~~or seek information regarding any District-related matter~~ from the Superintendent or ~~other designated custodian of records~~ ~~associate/assistant superintendent~~. When a custodian of records ~~other than the Superintendent~~ ~~an associate/assistant superintendent~~ provides access to records ~~or~~, copies of records, ~~or information~~ to an individual ~~Board member~~ ~~trustees~~, the provider ~~associate/assistant~~

DATE ISSUED: 10/2/2013 ~~12/13/2004~~
UPDATE 98 ~~LDU-50-04~~
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BOARD MEMBERS
AUTHORITY

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(LOCAL)

	<p>superintendent shall inform the Superintendent of the records or information provided.</p> <p>In accordance with law, the District shall track and report any requests under this provision, including the cost of responding. All information, oral or written, that is provided to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period. Board member shall be provided to all Board members at the same time.</p>
REQUESTS FOR REPORTS	<p>No individual Board member individual members shall not direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records associate/assistant superintendent regarding the preparation of reports shall be only by Board action, and not at the request of an individual Board member.</p>
CONFIDENTIALITY	<p>At the time a Board member is members are provided access to confidential records or to reports compiled from such records, the Superintendent or other District employee associate/assistant superintendent shall advise the Board member them of the their responsibility to comply with confidentiality requirements.</p>
REFERRING COMPLAINTS	<p>If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]</p> <p>When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member Trustee may request that the issue be placed on the agenda.</p>

BOARD RESPONSIBILITY	To ensure sufficient security and protection of the students, staff, and property of the District, the Board authorizes the formation of the United Independent School District police department.
SUPERVISORY AUTHORITY	The chief of police shall be accountable and report to the Superintendent. In accordance with law, the Superintendent may not delegate this supervisory responsibility.
PRIMARY PURPOSE	The primary purpose of the department is to assure the safety of the students, employees, visitors, and public.
JURISDICTION	The jurisdiction of peace officers is all territory within the boundaries of the District and all property, real and personal, outside the boundaries of the District that is owned, leased, or rented by or otherwise under the District's control.
EMPLOYMENT	<p>All persons employed as peace officers and other department non-commissioned employees with the District are employed at the will of the District. Nothing contained herein or in any policy, rule, regulation, or procedure of the District is intended to create, nor shall create, an expectation of continuing employment with the District.</p> <p>All persons employed as peace officers and other department non-commissioned employees with the District shall abide by District policy and other department procedures, instruction, and lawful orders. District peace officers shall follow department procedure and the currently acceptable practice for the handling of all persons arrested.</p>
LIMITATION ON OUTSIDE EMPLOYMENT	District peace officers shall not otherwise utilize their commission as Texas peace officers to engage in the performance of police, peace officer, or security duties without the approval of the Superintendent or designee . District peace officers shall not wear the District's uniform, or any part thereof, for any other employer.
POLICE AUTHORITY AND POWERS	<p>Peace officers employed by the District have the powers, privileges, and immunities of peace officers on or off duty. Peace officers shall have the authority to:</p> <ol style="list-style-type: none">1. Enforce all applicable sections of the Texas Education Code.2. Prevent and investigate violations of law, ordinances, or District policy that occur on District property, at school zones and bus stops, or at District functions that involve District vehicles or buses or that involve offenses against the District or against District employees or Board members in their capacity as District employees or Board members.

3. Serve search warrants in connection with District-related investigations and arrest warrants in compliance with the Texas Code of Criminal Procedures.
4. Take juveniles into custody as provided by the Texas Family Code.
5. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedures.
6. Patrol streets in connection with the performance of duties provided by this policy and engage in traffic enforcement activities on streets, highways, and roadways within the jurisdiction set out by this policy.
7. Engage in activities and programs approved by the Superintendent ~~or designee~~ designed to prevent or deter crimes against District policy or District employees, students, and visitors.
8. Assist in providing traffic and parking control at athletic events, at school closings or openings, or at any other time deemed necessary by the Superintendent ~~or designee~~ to ensure the safety and welfare of students, staff, and District patrons.
9. Enforce laws relating to the safe operation of school buses.
10. Where appropriate, coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy.
11. Investigate violations of District rules and regulations as requested by the District administration and participate in administrative hearings concerning the alleged violations.
12. Participate in judicial proceedings.

RELATIONSHIPS WITH
OUTSIDE AGENCIES

The department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and agencies. The chief of police and the Superintendent ~~or designee~~ shall review the memorandum of understanding at least every year. The Board shall approve the initial memorandum of understanding and subsequent changes.

USE OF FORCE	A District peace officer may use as much force as is reasonably necessary to protect self and others in the performance of his or her duties as a peace officer for the District, and may use deadly force only in life-threatening situations.
PURSUIT	Officers shall not engage in high-speed chases of suspected offenders in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large.
QUALIFICATION AND REQUALIFICATION	<p>All peace officers authorized to carry firearms and carry approved weapons and equipment shall receive training in the use and safe handling of such approved firearms, weapons, and equipment. If a peace officer fails to successfully complete the requalification course as required, he or she shall be relieved of the weapon immediately, and peace officers who have been thus disarmed shall not be assigned duties that require the bearing of arms until successful requalification has been accomplished. Firearms retraining shall be initiated immediately, and the peace officer shall attempt to requalify within ten working days from the day of the initial failure. Failure to requalify shall be cause for termination of the District peace officer for failure to meet job standards in accordance with the applicable regulations.</p> <p>All District peace officers shall qualify with, requalify with, and bear only that weapon approved and registered with the department.</p>

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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.

Notification shall not be required, however, when:

1. The home campus teacher of a secondary school student assigned to a DAEP is considered the teacher-of-record; and
2. The home campus teacher:
 - a. Is highly qualified,
 - b. Assigns and evaluates the student's coursework,
 - c. Provides substantially the same coursework and uses the same grading standards as in the regular classroom,
 - d. Has final authority on the coursework grades and the final grade for the course, and
 - e. Is regularly available for face-to-face consultation with the student and the DAEP teacher; and
3. 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~~**must** file with the 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.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

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 DEAB]
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEAB]
- 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 [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]
- 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.
- 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

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:

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

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

2. "Discharge" shall mean termination of a contract during the contract period.

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

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 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

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(LOCAL)

2. Applied on a 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

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];** ~~whether completed by the District or by a previous district;~~ 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.

SUPERINTENDENT
RECOMMENDATION

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

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

BOARD VOTE	<p>After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.</p> <p>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).</p> <p>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].</p>
NOTICE	<p>The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:</p> <ol style="list-style-type: none">1. The proposed action, as applicable;2. A statement of the reason for the proposed action; and3. Notice that the employee is entitled to a hearing of the type determined by the Board.
CONSIDERATION FOR AVAILABLE POSITIONS	<p>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.</p> <p>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:</p> <ol style="list-style-type: none">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 NONRENEWAL: TERM CONTRACT	<p>An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.</p>
DISCHARGE: CHAPTER 21 CONTRACT	<p>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.</p>

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REDUCTION IN FORCE
FINANCIAL EXIGENCY

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DISCHARGE: NON- CHAPTER 21 CONTRACT	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.
FINAL ACTION HEARING REQUESTED	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.
NO HEARING REQUESTED	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.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

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: <ol style="list-style-type: none">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.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	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: <ol style="list-style-type: none">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.

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9. Other 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 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

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];** ~~whether completed by the District or by a previous district;~~ 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

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PROGRAM CHANGE

DFFB
(LOCAL)

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.

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 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.

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

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FINAL ACTION

HEARING
REQUESTED

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

NO HEARING
REQUESTED

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

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

COMPLAINTS	In this policy, the terms "complaint" and "grievance" shall have the same meaning.
OTHER COMPLAINT PROCESSES	<p>Employee complaints shall be filed in accordance with this policy, except as provided below:</p> <ol style="list-style-type: none">1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.4. Complaints concerning instructional materials shall be submitted in accordance with EFA.5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.
NOTICE TO EMPLOYEES	The District shall inform employees of this policy.
GUIDING PRINCIPLES INFORMAL PROCESS	<p>The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p>
DIRECT COMMUNICATION WITH BOARD MEMBERS	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

FORMAL PROCESS	<p>If an informal mediation conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>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.</p>
FREEDOM FROM RETALIATION	<p>Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.</p>
WHISTLEBLOWER COMPLAINTS	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]</p> <p>Complaints that do not meet the elements of a whistleblower grievance by law shall be routed to begin at Level One.</p>
COMPLAINTS AGAINST SUPERVISORS	<p>Complaints alleging a supervisor's violation of law or the supervisor's unlawful harassment of the employee may be made to the Superintendent who shall assign a hearing officer to hear such grievance, beginning at the mediation conference level. A complaint alleging a violation of law by the Superintendent or the Superintendent's unlawful harassment of an employee may be made directly to the Board.</p>
GENERAL PROVISIONS FILING	<p>Complaints/Grievances shall be filed with the complainant's immediate supervisor on the District's complaint/grievance form within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance. Grievance forms may be obtained from the department of human resources or on the District's Web site under the department of human resources. In most circumstances, employees on a school campus shall file complaints/grievances with the campus principal.</p> <p>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.</p>

	<p>Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
RESPONSE	<p>At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
DAYS	<p>"Days" shall mean District business days, unless otherwise noted. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
REPRESENTATIVE	<p>"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. If the employee 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.</p> <p>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.</p>
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

	<p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
COSTS INCURRED	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
COMPLAINT FORM	<p>Complaints under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee.</p> <p>A complaint 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 a complaint.</p>
STATEMENT OF PARTICULARS	<p>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.</p> <p>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.</p>
DESIGNATED PARTIES	<p>For purposes of hearing a complaint at both the informal and formal complaint conference, the designated party shall be assigned by the Superintendent.</p>
PROCESSING A GRIEVANCE	<p>The procedure for processing a grievance is as follows:</p>
MEDIATION CONFERENCE	<p>At the time the employee files his or her complaint/grievance, the employee shall have an informal mediation conference with the immediate supervisor, except that a District ombudsman may be in attendance herein to resolve the complaint, prior to entering the formal complaint process. The immediate supervisor shall schedule and conduct an informal mediation conference within five days</p>

of receipt of the complaint or at a time mutually agreeable to the parties. At the informal conference, the following shall be discussed: (i) the concern, (ii) the justification or rationale for the concern, (iii) the harm sustained or being sustained by the employee, and (iv) the remedy sought for resolution.

The employee(s), the immediate supervisor, and/or the District ombudsman shall endeavor to reach an agreement resolution of the concern. If resolution is reached, the complaint is resolved. If resolution is not reached, the employee may invoke the formal complaint process.

OMBUDSMAN

The ombudsman shall be appointed by the Superintendent. The ombudsman shall be an employee who is responsible for serving as a resource to employees by assisting in preventing or eliminating conditions that are not conducive to a positive working environment. Although the ombudsman shall not mandate resolution, the ombudsman may make recommendations to the employee and/or the immediate supervisor for resolution of concerns. Recommendations of the ombudsman are for the sole purpose of resolving controversial issues and may not be used by the party complaining or the party being complained against for any purpose.

At the conclusion of the informal mediation conference, a determination shall be finalized in which the ombudsman shall issue a mediation summary/agreement signed by all parties.

AUDIO RECORDING

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

LEVEL ONE

If resolution of the complaint is not reached at the informal mediation complaint/grievance level, the employee may enter the formal complaint process and request a formal meeting with the immediate supervisor or designee within seven days of the informal 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 employee requesting to enter the formal complaint process. The supervisor or designee shall notify the employee of the date, time, and place of the conference at which time the complaint shall be reviewed with the employee. The administrator may set reasonable time limits for the conference.

LEVEL TWO

The administrator shall provide the employee 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.

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

The appeal notice must be filed in writing, on a form provided by the District, within 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 employee 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 the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

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

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues, remedies, and documents presented by the employee at Level One and identified in the Level Two appeal notice. At the conference, the employee 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 employee 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

LEVEL THREE

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.

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

The appeal notice must be filed in writing, on a form provided by the District, within 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 employee 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 employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

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

The Level Two record shall include:

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

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 employee notice of the nature of the evidence at least three days before the hearing. The Board shall consider only those issues, remedies, and documents presented at the preceding levels and identified in the appeal notice.

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

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

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If 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.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

	<p>Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]</p> <p>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.</p> <p>An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]</p>
COVERED ACTIVITIES	<p>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.</p>
INAPPROPRIATE CONDUCT	<p>Examples of activities constituting inappropriate conduct include but are not limited to the following:</p> <ol style="list-style-type: none">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; and6. Forgery or alteration of payroll time sheets.
DUTY TO REPORT	<p>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.</p> <p>The employee shall not discuss the matter with anyone other than his or her supervisor and/or the police department. Employees who knowingly make false allegations shall be subject to discipline up to and including dismissal.</p>
INVESTIGATION DUTIES	<p>During the investigation, employees should:</p> <ol style="list-style-type: none">1. Direct all inquiries from suspected individuals, attorneys, or representatives to the department of human resources;

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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.

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 may result in disciplinary action, including termination of employment. [See DCD and DF series]

ELECTRONIC MEDIA

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (blogs), electronic forums (chat rooms), video-sharing Web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications.

USE WITH
STUDENTS

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic me-

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dia to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CPC]

PERSONAL USE

An employee shall be held to the same professional standards in his or her public use of electronic media as for any other public conduct. If an employee's use of electronic media violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

CELLULAR
PHONES

The following shall apply to the use of cellular phones in school buildings:

1. A teacher may use a cellular phone for business calls, including parent contacts, only during planning periods and other off-duty times during the instructional day.
2. Personal calls may not be made or received during class periods. Cellular phones shall remain off during instructional time.

SAFETY
REQUIREMENTS

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR
ABUSE

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of

EMPLOYEE STANDARDS OF CONDUCT

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other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

RELATIONSHIPS WITH STUDENTS

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]

TOBACCO USE

An employee shall not use tobacco products on District premises, in District vehicles, or at school or school-related activities. [See also GKA]

ALCOHOL AND DRUGS

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

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

An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.

NOTICE

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

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

VIDEOTAPING OF STUDENTS

An employee shall obtain written consent of a student's parent or guardian [see FNG(LEGAL)] and from the campus principal before the employee may make or authorize the videotaping of a student

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	<p>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.</p>
PRINCIPAL'S APPROVAL	<p>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]</p>
EXCEPTION	<p>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.</p>
CARE OF NONENROLLED CHILDREN	<p>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 their child at their campus, the principal may allow for the student to be cared for by their parent after school/work hours.</p>
ARRESTS, INDICTMENTS, CONVICTIONS, AND OTHER ADJUDICATIONS	<p>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 for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:</p> <ol style="list-style-type: none">1. Crimes involving school property or funds;2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or4. Crimes involving moral turpitude, which include:<ul style="list-style-type: none">• Dishonesty, fraud, deceit, theft, misrepresentation;• Deliberate violence;• Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;• Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or

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conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;

- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

CRIMINAL HISTORY
BACKGROUND CHECK

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 a police department, the Department of Public Safety, or the Texas Department of Corrections. [See DC]

An employee under felony indictment shall be recommended for suspension without pay pending adjudication of his or her case.

ELECTRONIC
RECORDING

CONVERSATIONS
AND MEETINGS

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.

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 recording 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.

HARASSMENT

An employee shall not engage in conduct constituting racial, ethnic, religious, gender, or sexual orientation harassment of another employee, a student, or any person who seeks the campus community in any capacity or who interfaces with the District.

DEFINITION

Racial, ethnic, religious, gender, or sexual orientation harassment includes but is not limited to, oral, written, psychological, physical (both climate and contact), and other demonstrative actions with regards to race, creed, ethnic origin, religious preference, gender, or sexual orientation that is harassing and/or abusive.

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JOB DUTIES 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]

SOLICITATION 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:

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;
2. Requesting contributions, pledges, or donations for a purpose unrelated to the school or District; or
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.

"Commercial solicitation" does not mean participation in an authorized District procurement process on behalf of the District or arranged on behalf of District employees.

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 policy GKDA and only in the locations designated by principals or department supervisors.

APPRAISAL SYSTEM

The formal appraisal of District teachers shall be in accordance with the Professional Development and Appraisal System (PDAS).

GENERAL REQUIREMENTS

~~LESS THAN ANNUAL EVALUATIONS~~

~~ELIGIBILITY~~

District teachers shall be appraised annually, except teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the following local criteria established in this policy. — Effective with the 2005-06 school year, the eligible teacher shall:

- ~~1. — Components~~ Be SBEC certified in the subject being taught;
- ~~2. — Receive a rating~~ of the appraisal process, such as classroom observations at least Proficient in every domain for the two previous years;
- ~~3. — Never have been placed on a teacher in need of assistance plan;~~
- ~~4. — Be employed by the District for three years; and walk-throughs,~~
- ~~5. — Be on a continuing or term contract.~~

~~FREQUENCY~~

~~Eligibility shall be confirmed by the campus administrator. Eligible teachers shall be appraised every other year.~~

~~During any school year when a complete Professional Development and Appraisal System (PDAS) is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted more frequently as necessary by providing written notice to ensure that teachers receive appropriate guidance the other party.~~

~~PDAS~~

~~The annual appraisal of District teachers not eligible for less frequent evaluations shall be in accordance with the Professional Development and Appraisal System (PDAS).~~

The District shall establish an appraisal calendar each year.

~~PDAS~~

~~FORMAL OBSERVATION~~

~~THE FORMAL OBSERVATION SCHEDULE LIMITATIONS~~

~~In addition to those days on which observations are prohibited by law [see DNA(LEGAL)], the District shall not schedule observations on the day before and the day after a school holiday, days scheduled for a teacher's appraisal end-of-semester or end-of-year examinations, or days scheduled for state-mandated assessments or other standardized tests.~~

~~FIRST OBSERVATION~~

~~First classroom observations of teachers shall be scheduled by date and time.~~

ALTERNATE APPRAISERS	The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.
ALTERNATE SECOND APPRAISERS	Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.
SECOND OBSERVATION THE FORMAL OBSERVATION FOR A SECOND APPRAISAL SCHEDULING	Second appraisals shall be scheduled by date and time. The Board shall ensure that the Superintendent or designee establishes establish procedures regarding how domain scores from first and second PDAS appraisals will be used.
LESS-THAN-ANNUAL EVALUATIONS ELIGIBILITY	To be eligible for less-than-annual evaluations under the PDAS, a teacher shall: <ol style="list-style-type: none">1. Be employed on an educator term or continuing contract;2. Hold SBEC certification;3. Be assigned in his or her certification area;4. Have received a Proficient rating on the last two consecutive appraisals;5. Have been employed by the District for at least three years; and6. Have not been placed on a teacher in need of assistance plan.
FREQUENCY	Eligible teachers shall be appraised every two years. During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.
GRIEVANCES PROBATIONARY TEACHERS	Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term. [See DFAB(LEGAL)]
EMPLOYMENT DECISIONS	When relevant to decisions regarding term contracts, written evaluations of a teacher's performance, as documented to date, and any other information the administration deems appropriate, shall be considered in decisions affecting contract status.
GRIEVANCES	Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

RELATION TO ESSENTIAL KNOWLEDGE AND SKILLS

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that ~~each~~ the student's performance indicates the level of mastery of the designated District objectives.

GUIDELINES FOR GRADING

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

~~END OF COURSE ASSESSMENTS~~

~~When required by state law, a student's score on the initial end-of-course (EOC) assessment shall count for 15 percent of the student's final grade for the course as reported on the student's transcript.~~

~~RETAKES~~

~~If a student retakes an EOC assessment, the District will include the retake score as 15 percent of the final course grade only if the retake score allows a student to gain credit for the course. After a student earns credit for the course, subsequent retakes will not be included in the calculation of the final course grade.~~

~~SPECIAL EDUCATION~~

~~A student's ARD committee shall determine the type of assessment to be administered and how the score on an EOC assessment shall be used for final course grades, credit decisions, and graduation requirements.~~

~~GRADING~~

~~Calculation of grades with EOC assessment scores shall be in accordance with the District's grading guidelines.~~

~~[See EIC for class rank provisions addressing end-of-course assessments. See EKB for further information regarding EOC assessments.]~~

PROGRESS REPORTING

The District shall issue grade ~~Grade~~ **reports/report cards** ~~shall be issued~~ every six weeks for students in elementary school and middle school and every nine weeks for students in high school on

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

	<p>a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.</p>
INTERIM REPORTS	<p>Interim progress reports shall be issued for all students after the third^{third} week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.</p>
CONFERENCES	<p>In addition to conferences scheduled^{recommended} on the campus calendar^{report cards}, conferences may be requested by a teacher or parent as needed.</p>
ACADEMIC DISHONESTY	<p>A student^{Students} found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.</p>

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

	<p>Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.</p>
<p>STUDENTS AGE 18 AND OVER</p>	<p>A student who voluntarily attends school after the student's 18th^{eighteenth} birthday shall be required to attend school until the end of the school year.</p>
<p>HIGHER EDUCATION VISITS</p>	<p>The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior yearA student shall be excused for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.</p>
<p>EARLY VOTING OR ELECTION CLERK</p>	<p>The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.</p>
<p>WITHDRAWAL FOR NONATTENDANCE</p>	<p>The District may initiate withdrawal of a student under the age of 18 for nonattendance under the following conditions:∴</p> <ol style="list-style-type: none">1. The student has been absent ten consecutive school days; and2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful. <p>For withdrawal of students 18 or older, see FEA(LEGAL). Each case shall be reviewed on an individual basis by the campus Attendance Review Committee (ARC),) and the student may be withdrawn upon recommendation of the ARC and/or principal.</p>
<p>STUDENTS IN HOMESCHOOLS</p>	<p>When the District becomes aware that a student is being or will be homeschooled, the Superintendent or designee may request in writing a letter of notification from the parents of their intention to homeschool using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.</p> <p>If the parents refuse to submit a letter of notification or if the District has evidence that the school-age child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.</p>

ATTENDANCE
ATTENDANCE FOR CREDIT

FEC
(LOCAL)

ATTENDANCE
COMMITTEES

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent or designee shall make the specific appointments in accordance with legal requirements.

PARENTAL NOTICE
OF EXCESSIVE
ABSENCES

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

METHODS FOR
REGAINING CREDIT
OR AWARDING A
FINAL GRADE

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

~~If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.~~

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

Students who have lost credit or have not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

PERSONAL ILLNESS

If a student has established a questionable pattern of absences, the principal or attendance committee may require that a student present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.

GUIDELINES ON
EXTENUATING
CIRCUMSTANCES

The attendance committee shall adhere to the following guidelines to determine attendance for award of credit or a final grade:

ATTENDANCE
ATTENDANCE FOR CREDIT

FEC
(LOCAL)

- | | |
|---|--|
| DAYS OF
ATTENDANCE | 1. All absences shall be considered in determining whether a student has attended the required percentage of days. If makeup work is completed satisfactorily, excused absences that are allowed under compulsory attendance requirements shall be considered days of attendance for this purpose. [See FEA(LLEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS] |
| TRANSFERS /
MIGRANT
STUDENTS | 2. A transfer or migrant student incurs absences only after his or her enrollment in the District. |
| BEST INTEREST
STANDARD | 3. In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision. |
| DOCUMENTATION | 4. The committee shall consider the acceptability and authenticity of documented reasons for the student's absences. |
| CONSIDERATION OF
CONTROL | 5. The committee shall consider whether the absences were for reasons out of the student's or parent's control. |
| STUDENT'S
ACADEMIC RECORD | 6. The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject. |
| INFORMATION
FROM STUDENT OR
PARENT | 7. The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade. |
| IMPOSING
CONDITIONS FOR
AWARDING CREDIT
OR A FINAL GRADE | <p>The committee may impose any of the following conditions for students with excessive absences to regain credit or be awarded a final grade:</p> <ol style="list-style-type: none">1. Completing additional assignments, as specified by the committee or teacher.2. Attending tutorial sessions as scheduled, which may include Saturday classes or before- and after-school programs.3. Maintaining the attendance standards for the rest of the semester.4. Taking an examination to earn credit. [See EHDB]5. Attending a flexible school day program.6. Attending summer school. |

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ATTENDANCE FOR CREDIT

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(LOCAL)

In all cases, the student must also earn a passing grade in order to receive credit.

APPEAL PROCESS

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL) beginning at Level Three.

**PREVENTION AND
MENTAL HEALTH
INTERVENTION
PROGRAMS/SUICIDE
PREVENTION
PROGRAM
LIAISON**

The District shall implement ~~programs~~**a program** for ~~early~~ mental health **promotion and** intervention, **substance abuse prevention and intervention**, and suicide prevention for students, which shall include training for appropriate District staff on early warning signs and the possible need for intervention.

The Superintendent or designee shall appoint at least one employee to serve as a liaison for the purpose of identifying students who may be in need of mental health **or substance abuse** intervention or who may be at risk of committing suicide. The District shall publish the name and contact information of the liaison in the student handbook.

MAKING A REPORT

In accordance with the District's ~~programs~~**program**, District staff shall report to the liaison a student who displays early warning signs indicating a possible need for early mental health **or substance abuse** intervention or who may be at risk of committing suicide.

NOTICE TO PARENT

When the liaison receives a report that a student is possibly in need of mental health **or substance abuse** intervention or at risk of committing suicide, the liaison shall notify the student's parent and provide information about available counseling options.

**MEDICAL
SCREENINGS**

Only a student's parent may consent to a medical screening. Unless a student's parent has provided prior consent, no medical screening shall be used as part of the process of identifying whether a student is possibly in need of intervention or at risk of committing suicide.