



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC** First Reading of LOCAL Polices in TASB Update 95

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

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

**DATE ASSIGNED FOR BOARD CONSIDERATION:** December 19, 2012

**RECOMMENDATION:**

It is recommended that the United ISD Board of Trustees approve First Reading of LOCAL Polices in TASB Update 95.

AB(LOCAL): DISTRICT NAME

BBFA (EXHIBIT) – CONFLICT OF INTEREST DISCLOSURES

DBD (EXHIBIT) – EMPLOYMENT REQUIREMENTS AND RESTRICTIONS – CONFLICT OF INTEREST

DF (EXHIBIT) – TERMINATION OF EMPLOYMENT

DFAB (EXHIBIT) – PROBATION CONTRACTS – TERMINATION AT END OF YEAR

DFBB(LOCAL): TERM CONTRACTS – NONRENEWAL

DFBB (EXHIBIT) – TERM CONTRACTS - NONRENEWAL

DFE(LOCAL): TERMINATION OF EMPLOYMENT – RESIGNATION

DFFA (EXHIBIT) – REDUCTION IN FORCE – FINANCIAL EXIGENCY

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

EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

GF(LOCAL): PUBLIC COMPLAINTS

**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.

United ISD  
240903

DISTRICT NAME

AB  
(LOCAL)

The name of this school district is United Independent School District, herein referred to as "the District."

United ISD  
240903

ETHICS  
CONFLICT OF INTEREST DISCLOSURES

BBFA  
(EXHIBIT)

See the following pages for forms that may be used for compliance with disclosure requirements:

Exhibit A: Affidavit Disclosing Substantial Interest in a Business Entity or Real Property, as defined in Local Government Code 171.002 — 2 pages

Exhibit B: Affidavit Disclosing Interest in Property, under Government Code Chapter 553, Subchapter A — 1 page

ADDITIONAL DISCLOSURE: The conflicts disclosure statement required of members of the Board and the Superintendent by Local Government Code 176.003–.004 is available on the Texas Ethics Commission Web site at <http://www.ethics.state.tx.us>. See DBD(LOCAL) to determine if the Board has extended this filing requirement to other employees.

EXHIBIT A

AFFIDAVIT DISCLOSING SUBSTANTIAL INTEREST  
IN A BUSINESS ENTITY OR REAL PROPERTY

STATE OF TEXAS  
COUNTY OF WEBB

I, \_\_\_\_\_ (*name*), as a local public official of Unit-  
ed Independent School District, make this affidavit and on my oath state the following:

1. I, or a person(s) related to me in the first degree, have a substantial interest in:
  - a business entity, as those terms are defined in Local Government Code Sections 171.001–.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board.

or

  - real property for which it is reasonably foreseeable that the Board's action or my action will have a special economic effect on the value of the property distinguishable from its effect on the public.
2. The business entity or real property is  
\_\_\_\_\_  
(*name/address of business or description of property*).  
\_\_\_\_\_  
(*"I" or name of relative and relationship*) (have)(has) a  
substantial interest in this business entity or real property as follows:  
(*check all that apply*)
  - Ownership of ten percent or more of the voting stock or shares of the business entity.
  - Ownership of ten percent or more of the fair market value of the business entity.
  - Ownership of \$15,000 or more of the fair market value of the business entity.
  - Funds received from the business entity exceed ten percent of \_\_\_\_\_ (*my, her, his*) gross income for the previous year.
  - Real property is involved and \_\_\_\_\_ (*I, she, he*) (have)(has) an equitable or legal ownership with a fair market value of at least \$2,500.
3. The statements in this affidavit are based on my personal knowledge and are true and correct.
4. Upon the filing of this affidavit with the Board's official record keeper, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Local Government Code 171.004(c).

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ETHICS  
CONFLICT OF INTEREST DISCLOSURES

BBFA  
(EXHIBIT)

Signed \_\_\_\_\_ (date)

Signature of official \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF WEBB

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year).

\_\_\_\_\_, Notary Public, State of Texas

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ETHICS  
CONFLICT OF INTEREST DISCLOSURES

BBFA  
(EXHIBIT)

EXHIBIT B

AFFIDAVIT DISCLOSING INTEREST IN PROPERTY

STATE OF TEXAS  
COUNTY OF WEBB

I, \_\_\_\_\_ (name of affiant), (check one of the following)

- as an officer of, or
- as a Board candidate for,

United Independent School District make this affidavit and on my oath state the following:

1. I have a legal or equitable interest in property to be acquired with public funds, either by purchase or condemnation. The property is fully described as follows:  
\_\_\_\_\_.
2. The nature, type, and amount of interest, including percentage of ownership, I have in the property is:  
\_\_\_\_\_.
3. I acquired my interest in the property on \_\_\_\_\_ (date).
4. The information stated in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code.

Signed \_\_\_\_\_ (date)

Signature of affiant \_\_\_\_\_

Office or public title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF WEBB

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year).

\_\_\_\_\_, Notary Public, State of Texas

**NOTE:** This affidavit must be filed with the county clerk(s) of the county or counties in which the property is located and of the county in which the public servant or candidate resides within ten days before the date on which the property is to be acquired by purchase or condemnation.

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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(EXHIBIT)

See the following pages for forms to be used by employees for disclosing potential conflicts of interest:

Exhibit A: Affidavit Disclosing Substantial Interest in a Business Entity or in Real Property, as defined in Local Government Code 171.002 — 2 pages

Exhibit B: Affidavit Disclosing Interest in Property, under Government Code Chapter 553, Subchapter A — 1 page

ADDITIONAL DISCLOSURE: The Superintendent and any other employees identified by Board policy as being required to file the conflicts disclosure statement, in accordance with Local Government Code 176.003-.004, may access that form on the Texas Ethics Commission Web site at <http://www.ethics.state.tx.us>.



EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(EXHIBIT)

EXHIBIT A

AFFIDAVIT DISCLOSING SUBSTANTIAL INTEREST  
IN A BUSINESS ENTITY OR IN REAL PROPERTY

STATE OF TEXAS  
COUNTY OF WEBB

I, \_\_\_\_\_ (*name*), as an employee of United Independent School District, make this affidavit and on my oath state the following:

1. I have a substantial interest in:
  - a business entity, as those terms are defined in Local Government Code Sections 171.001–.002, that would experience a special economic effect distinguishable from its effect on the public by an action of the Board or the District. [See BBFA]

or

  - real property for which it is reasonably foreseeable that an action of the Board or District will have a special economic effect on the value of the property distinguishable from its effect on the public.
2. The business entity or real property is  
\_\_\_\_\_  
(*name/address of business or description of property*).  
I \_\_\_\_\_ have a substantial interest in this business entity or real property as follows: (*check all that apply*)
  - Ownership of ten percent or more of the voting stock or shares of the business entity.
  - Ownership of ten percent or more of the fair market value of the business entity.
  - Ownership of \$15,000 or more of the fair market value of the business entity.
  - Funds received from the business entity exceed ten percent of my gross income for the previous year.
  - Real property is involved and I have an equitable or legal ownership with a fair market value of at least \$2,500.
3. The statements in this affidavit are based on my personal knowledge and are true and correct.

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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(EXHIBIT)

Signed \_\_\_\_\_ (date)

Signature of employee \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF WEBB

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year).

\_\_\_\_\_, Notary Public, State of Texas

**NOTE:** This affidavit should be filed with the Superintendent, Board President, or a designee before the Board takes action concerning the business entity or real property.

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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(EXHIBIT)

EXHIBIT B

AFFIDAVIT DISCLOSING INTEREST IN PROPERTY

STATE OF TEXAS  
COUNTY OF WEBB

I, \_\_\_\_\_ (name), as Superintendent of  
United Independent School District, make this affidavit and on my oath state the following:

1. I have a legal or equitable interest in property to be acquired with public funds, either by purchase or condemnation. The property is described as follows:  
\_\_\_\_\_.
2. The nature, type, and amount of interest, including percentage of ownership, I have in the property is:  
\_\_\_\_\_.
3. I acquired my interest in the property on \_\_\_\_\_ (date).
4. The information stated in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code.

Signed \_\_\_\_\_ (date)

Signature of Superintendent \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF WEBB

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year).

\_\_\_\_\_, Notary Public, State of Texas

**NOTE:** This affidavit must be filed with the county clerk(s) of the county or counties in which the property is located and of the county in which the Superintendent resides within ten days before the date on which the property is to be acquired by purchase or condemnation.

TERMINATION OF EMPLOYMENT

DF  
(EXHIBIT)

The forms on the following pages are provided to assist the District in notifying employees of contract termination.

Exhibit A: Notice of Proposed Termination of a Probationary or Term Contract — 1 page

Exhibit B: Notice of Proposed Termination of a Continuing Contract — 1 page

Exhibit C: Notice of Contract Termination —1 page

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**Note:** The following forms are for termination of a probationary, term, or continuing contract during the contract term for reasons other than financial exigency. For termination of a probationary or term contract during the contract term due to financial exigency, see DFFA. For termination of a continuing contract due to financial exigency, see DFFC. For termination of a probationary contract at the end of the contract term, see DFAB. For nonrenewal of a term contract at the end of the contract term, see DFBB. For nonrenewal of a term contract due to a program change, see DFFB.

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TERMINATION OF EMPLOYMENT

DF  
(EXHIBIT)

EXHIBIT A

NOTICE OF PROPOSED TERMINATION  
OF A PROBATIONARY OR TERM CONTRACT

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (date of meeting), the Board voted to propose termination of your employment contract for the following reasons:

(List all reasons constituting good cause for contract termination.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you received this notice.

If you do not request a hearing within 15 days of receiving this notice, the Board will vote to terminate your contract.

Please direct questions regarding the proposed termination of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

TERMINATION OF EMPLOYMENT

DF  
(EXHIBIT)

EXHIBIT B

NOTICE OF PROPOSED TERMINATION  
OF A CONTINUING CONTRACT

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (*date of meeting*), the Board voted to propose termination of your employment contract for the following reasons:

(List all reasons constituting good cause for contract termination.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To request a hearing on the Board's proposed termination of your employment contract, you must notify the Board in writing not later than the tenth day after the date you receive this notice. You must also submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you received this notice.

If you do not notify the Board of a hearing request within ten days of receiving this notice, or if you fail to timely request appointment of an independent hearing examiner, the Board will vote to terminate your contract.

Please direct questions regarding the proposed termination of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

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TERMINATION OF EMPLOYMENT

DF  
(EXHIBIT)

EXHIBIT C

NOTICE OF CONTRACT TERMINATION

(To be used to notify an employee of the Board's final action to terminate a probationary, term, or continuing contract, if the employee fails to timely notify the Board or request a hearing.)

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (*date of meeting*), the Board took final action to terminate your employment contract, effective \_\_\_\_\_.

Please direct questions regarding the termination of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

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PROBATIONARY CONTRACTS  
TERMINATION AT END OF YEAR

DFAB  
(EXHIBIT)

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**Note:** The following form is for termination of a probationary contract at the end of the contract term. For termination of a probationary contract during the contract term for reasons other than financial exigency, see DF. For termination of a probationary contract during the contract term due to financial exigency, see DFFA.

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PROBATIONARY CONTRACTS  
TERMINATION AT END OF YEAR

DFAB  
(EXHIBIT)

NOTICE OF END-OF-YEAR TERMINATION  
OF PROBATIONARY CONTRACT

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (*date of meeting*), the Board took action to terminate your employment contract.

Your employment with the District will end effective the last duty day of the school year.

Please direct questions regarding the termination of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

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TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

REASONS

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

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. 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~~DFB]
10. Reduction in force because of a program change. [See ~~DFFB~~DFB]
11. A decision by a campus intervention team that the employee not be retained at a reconstituted campus. [See AIC]
12. The employee is not retained at a campus that has been repurposed in accordance with law. [See AIC]
13. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
14. 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. Failure to meet the District's standards of professional conduct.

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TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

16. 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. 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. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
19. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
20. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
21. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
22. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
23. A significant lack of student progress attributable to the educator.
24. Behavior that presents a danger of physical harm to a student or to other individuals.
25. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
26. 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. Falsification of records or other documents related to the District's activities.
28. Falsification or omission of required information on an employment application.
29. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

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TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

30. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
31. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
32. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
33. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- ~~34. Failure of a retired/rehired employee to meet the criteria for continued employment as set forth at DC(LOCAL).~~
- ~~35.~~34. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- ~~36.~~35. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS  
FROM  
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of 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.

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

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TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

notice of all reasons for the proposed nonrenewal, 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 TO THE BOARD HEARING~~, below] or an independent hearing examiner appointed by the Commissioner [see REQUEST ~~FOR APPOINTMENT OF TO THE HEARING EXAMINER~~, below] will conduct the hearing.

REQUEST ~~FOR~~  
**APPOINTMENT OF TO**  
~~THE HEARING~~  
EXAMINER

If the **notice of proposed nonrenewal states** ~~Board has determined~~ that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee **may request a hearing by filing** ~~must file~~ a written request with the Commissioner of Education, **and providing the Board a copy of the request**, not later than the 15th day after receiving the notice of the proposed nonrenewal. ~~The employee must provide a copy of this request to the Board.~~

HEARING  
PROCEDURES

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

BOARD DECISION

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

REQUEST ~~FOR TO THE~~  
BOARD  
~~IF AN INDEPENDENT~~  
HEARING

**If the notice of proposed nonrenewal states that** ~~examiner will not conduct~~ the nonrenewal hearing **will be conducted by and the Board** ~~employee desires a hearing~~, the employee **may request a hearing by providing written notice to the** ~~shall notify the~~ Board **in writing** ~~not later than the 15th day after~~ **the date the employee received** ~~receiving~~ the notice of proposed nonrenewal.

~~HEARING~~  
~~PROCEDURES~~

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** ~~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

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. Wit-

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DFBB(LOCAL)-~~D1X~~

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TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

nesses 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

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.

#### 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.

#### HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD

The hearing must be private unless the ~~employee~~teacher requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the ~~employee~~teacher 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,

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NONRENEWAL

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(LOCAL)

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**.~~below:~~

- ~~1. After consultation with the parties, the attorney 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.~~

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

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.

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TERM CONTRACTS  
NONRENEWAL

DFBB  
(EXHIBIT)

The forms on the following pages are provided to assist the District in notifying employees of term contract nonrenewal.

Exhibit A: Notice of Proposed Term Contract Nonrenewal — 1 page

Exhibit B: Documentation of Delivery: Notice of Proposed Nonrenewal — 1 page

Exhibit C: Notice of Term Contract Nonrenewal — 1 page



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240903

TERM CONTRACTS  
NONRENEWAL

DFBB  
(EXHIBIT)

EXHIBIT A

NOTICE OF PROPOSED TERM CONTRACT NONRENEWAL

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (*date of meeting*), the Board voted to propose nonrenewal of your employment contract for the following reasons:

[List all applicable reasons from DFBB(LOCAL).  
Attach an additional sheet of paper if necessary.]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attached is a copy of the District's DFBB(LOCAL) policy regarding nonrenewal of term contracts.

The Board has determined that any hearing on this proposed nonrenewal will be conducted as follows:

- Before the Board or designee. To request a hearing on the Board's proposed nonrenewal of your employment contract, you must submit a written request to the Board not later than the 15th day after the date you receive this notice. The Board will notify you whether the hearing will be conducted by the Board or an attorney designated by the Board.
- Before an independent hearing examiner appointed by the Commissioner of Education. To request a hearing on the Board's proposed nonrenewal of your employment contract, you must submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you receive this notice.

If you do not request a hearing within 15 days of receiving this notice, the Board will vote to nonrenew your contract.

Please direct questions regarding the proposed nonrenewal of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

United ISD  
240903

TERM CONTRACTS  
NONRENEWAL

DFBB  
(EXHIBIT)

EXHIBIT B

DOCUMENTATION OF DELIVERY:  
NOTICE OF PROPOSED NONRENEWAL

(For office use only. This document to be retained in the employee's personnel file.)

Employee name: \_\_\_\_\_

(Notice must be delivered personally by hand delivery to the employee on the campus at which the employee is employed.)

**Hand delivery:**

Completed: \_\_\_\_\_ Attempted: \_\_\_\_\_ (check only one)

Date: \_\_\_\_\_ By: \_\_\_\_\_ (name)

(If the employee is not present on the campus on the date that hand delivery is attempted, the notice must be mailed by prepaid certified mail or delivered by express delivery service to the employee's address of record with the District.)

**Mail or delivery service:**

Sent by: Certified mail \_\_\_\_\_ Express delivery service \_\_\_\_\_ (check only one)

Employee's address of record:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_ (name)

United ISD  
240903

TERM CONTRACTS  
NONRENEWAL

DFBB  
(EXHIBIT)

EXHIBIT C

NOTICE OF TERM CONTRACT NONRENEWAL

(To be used to notify an employee of the Board's final action to nonrenew a term contract. If the employee fails to request a hearing, this notice must be provided not later than the 30th day after the date notice of proposed nonrenewal was sent to the employee.)

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (*date of meeting*), the Board took final action to nonrenew your employment contract. Your employment with the District will end effective the last duty day of the school year.

Please direct questions regarding the nonrenewal of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

TERMINATION OF EMPLOYMENT  
RESIGNATION

DFE  
(LOCAL)

GENERAL  
REQUIREMENTS

All resignations shall be submitted in writing to the Superintendent or designee. The employee shall give reasonable notice and shall include in the separation ~~from~~ of employment form a statement of the reasons for resigning. **Submission of the District's separation of employment form by a** ~~A~~ prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

AT-WILL EMPLOYEES

The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.

CONTRACT  
EMPLOYEES

The Superintendent or designee shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. The resignation **requires no further action by the District and** is accepted upon receipt.

The Superintendent or **other person designated by Board** ~~action~~ ~~designee~~ shall be authorized to accept a contract employee's resignation submitted or effective at any other time. The Superintendent or **other Board** designee shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

WITHDRAWAL OF  
RESIGNATION

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

United ISD  
240903

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(EXHIBIT)

The forms on the following pages are provided to assist the District in notifying employees of contract termination due to financial exigency.

- Exhibit A: Notice of Proposed Termination of a Probationary Contract — 1 page
- Exhibit B: Notice of Proposed Termination of a Term Contract — 1 page
- Exhibit C: Notice of Contract Termination — 1 page

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**Note:** These forms are for termination of a probationary or term contract during the contract term due to financial exigency. For termination of a probationary or term contract during the contract term for reasons other than financial exigency, see DF. For termination of a probationary contract at the end of the contract term, see DFAB. For nonrenewal of a term contract at the end of the contract term, see DFBB. For nonrenewal of a term contract due to program change, see DFFB.

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United ISD  
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REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(EXHIBIT)

EXHIBIT A

NOTICE OF PROPOSED TERMINATION OF PROBATIONARY CONTRACT  
DURING CONTRACT TERM DUE TO FINANCIAL EXIGENCY

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (*date of meeting*), the Board voted to propose termination of your employment contract due to a financial exigency declared under Education Code 44.011. A copy of the District's DFFA(LOCAL) policy is attached.

The Board has determined that any hearing on this proposed termination will be conducted as follows:

- Before the Board or designee. To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Board not later than the 15th day after the date you receive this notice. The Board will notify you whether the hearing will be conducted by the Board or an attorney designated by the Board.
- Before an independent hearing examiner appointed by the Commissioner of Education. To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you receive this notice.

If you do not request a hearing within 15 days of receiving this notice, the Board will vote to terminate your contract.

Please direct questions regarding the proposed termination of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

United ISD  
240903

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(EXHIBIT)

EXHIBIT B

NOTICE OF PROPOSED TERMINATION OF TERM CONTRACT  
DURING CONTRACT TERM DUE TO FINANCIAL EXIGENCY

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (*date of meeting*), the Board voted to propose termination of your employment contract due to a financial exigency declared under Education Code 44.011. A copy of the District's DFFA(LOCAL) policy is attached.

The Board has determined that any hearing on this proposed termination will be conducted as follows:

- Before the Board or designee. To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Board not later than the tenth day after the date you receive this notice. The Board will notify you whether the hearing will be conducted by the Board or an attorney designated by the Board.
- Before an independent hearing examiner appointed by the Commissioner of Education. To request a hearing on the Board's proposed termination of your employment contract, you must notify the Board in writing not later than the tenth day after the date you receive this notice. You must also submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you receive this notice.

If you do not notify the Board of a hearing request within ten days of receiving this notice, or if you fail to timely request appointment of an independent hearing examiner, if applicable, the Board will vote to terminate your contract.

Please direct questions regarding the proposed termination of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

United ISD  
240903

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(EXHIBIT)

EXHIBIT C

NOTICE OF CONTRACT TERMINATION

(To be used to notify an employee of the Board's final action to terminate a probationary or term contract, if the employee fails to timely notify the Board or request a hearing.)

Date of notice: \_\_\_\_\_

Employee name: \_\_\_\_\_

On \_\_\_\_\_ (*date of meeting*), the Board took final action to terminate your employment contract, effective \_\_\_\_\_.

Please direct questions regarding the termination of your contract to the Superintendent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title



**COMPLAINTS**

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

**OTHER COMPLAINT PROCESSES**

Employee complaints shall be filed in accordance with this policy, except as provided below:

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**

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

**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>
<del>NOTICE TO EMPLOYEES</del>	<del>The District shall inform employees of this policy.</del>
FREEDOM FROM RETALIATION	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
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	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.
<del>COMPLAINTS</del>	<del>In this policy, the terms "complaint" and "grievance" shall have the same meaning. This policy shall apply to all employee complaints, except as provided below.</del>
<del>EXCEPTIONS</del>	<del>This policy shall not apply to:</del> <ol style="list-style-type: none"><li><del>1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIA]</del></li></ol>

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

- ~~2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. [See DIA]~~
- ~~3. Complaints concerning retaliation relating to discrimination and harassment. [See DIA]~~
- ~~4. Complaints concerning instructional materials. [See EFA]~~
- ~~5. Complaints concerning a commissioned peace officer who is an employee of the District. [See CKE]~~
- ~~6. Complaints arising from the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code. [See DFBB]~~
- ~~7. Complaints arising from 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. [See DFAA, DFBA, or DFCA, respectively]~~

GENERAL  
PROVISIONS  
FILING

Complaints/Grievances shall be filed with the complainant's immediate supervisor on the District's complaint/grievance form within ~~fifteen (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~~**Department** of ~~human resources~~**Human Resources** or on the District's Web site under the ~~department~~**Department** of ~~human resources~~**Human Resources**. In most circumstances, employees on a school campus shall file complaints/grievances with the campus principal.

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.

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.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Re-

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

	<p>sponses 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. 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 <del>department</del><b>Department</b> of <del>human resources</del><b>Human Resources</b> 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> <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>

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

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.

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

STATEMENT OF  
PARTICULARS

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

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

DESIGNATED PARTIES

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

PROCESSING A  
GRIEVANCE

The procedure for processing a grievance is as follows:

MEDIATION  
CONFERENCE

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 ~~(5)~~ days 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.

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.

LEVEL TWO

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

The appeal notice must be filed in writing, on a form provided by the District, within 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 any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

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

#### LEVEL THREE

If the 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** ~~complaint~~. 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.**
- ~~2.3.~~ The written response issued at Level Two and any attachments.
- ~~3.4.~~ 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.



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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.

ACADEMIC ACHIEVEMENT  
RETENTION AND PROMOTION

EIE  
(LOCAL)

CURRICULUM  
MASTERY

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, **intensive, and/or accelerated services**. [See EHBC] **The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.**~~accelerated services. [See EHBC]~~

**STUDENTS  
RECEIVING  
SPECIAL  
EDUCATION  
SERVICES**

**Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]**

STANDARDS FOR  
MASTERY

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final ~~exam~~**examinations** or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

GRADES 1–8

In grades 1–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: language arts, mathematics, science, and social studies.

GRADES 9–12

Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]

Changes in grade-level classification shall be made at the beginning of the fall semester. Juniors who are graduation candidates shall declare in the fall their intent to graduate early for purposes of class ranking and all other senior activities.

~~STUDENTS WITH  
DISABILITIES~~

~~Promotion standards and appropriate assessment and acceleration options, as established by individualized education programs (IEP) or grade-level classification of students eligible for special education, shall be determined by the ARD committee.~~

<p><del>LIMITED ENGLISH PROFICIENT STUDENTS</del></p>	<p><del>In assessing students of limited English proficiency for mastery of the essential knowledge and skills, the District shall be flexible in determining methods to allow the students to demonstrate knowledge or competency independent of their English language skills in the following ways:</del></p> <ol style="list-style-type: none"><li><del>1. Assessment in the primary language.</del></li><li><del>2. Assessment using ESL methodologies.</del></li><li><del>3. Assessment with multiple varied instruments. [See EHBE]</del></li></ol>
<p>ACCELERATED INSTRUCTION FOR GRADES 3-8</p>	<p>If a student <del>in grades 3-8</del> fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.</p>
<p>GRADE ADVANCEMENT TESTING</p>	<p><b>Except when a student will be assessed in reading or mathematics above his or her enrolled grade level</b><del>In addition to local standards for mastery and promotion</del>, students in grades 5 and 8 must meet the passing standard on <del>the an</del> applicable <del>assessment instrument in the subjects required under</del> state-mandated <del>assessments law</del> <b>in reading and mathematics</b><del>order</del> to be promoted to the next grade <b>level, in addition to the District's local standards for mastery and promotion.</b></p>
<p>DEFINITION OF 'PARENT'</p>	<p>For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in <del>Chapter</del><b>Section</b> 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]</p>
<p>ALTERNATE ASSESSMENT INSTRUMENT</p>	<p>The Superintendent or designee shall select from the state-approved list, if available, for each applicable subject an alternate assessment instrument that may be used for the third testing opportunity. Each student's GPC shall decide whether he or she shall be given the statewide assessment instrument or the applicable alternate instrument for the third testing opportunity. The committee's decision shall be based on a review of the student's performance in the previous testing opportunities, local assessments, and any other circumstances it deems appropriate.</p>

ACADEMIC ACHIEVEMENT  
RETENTION AND PROMOTION

EIE  
(LOCAL)

STANDARDS FOR  
PROMOTION UPON  
APPEAL

If a parent initiates an appeal of his or her child's retention, the GPC shall review all facts and circumstances in accordance with law.

The student shall not be promoted unless:

1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC;
2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency; and
3. The student completes any required accelerated instruction provided through summer school, with a minimum attendance rate of 90 percent for the subject area for which the student failed to demonstrate proficiency before consideration for placement in the next grade level.

Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.

TRANSFER  
STUDENTS

When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.

If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.

ASSIGNMENT OF  
RETAINED STUDENTS

In the event a student is not promoted to the next grade level, the District shall **nevertheless** assign the student ~~nevertheless~~ to an age-appropriate campus. Criteria to be considered for this decision may include:

1. Recommendations from the student's teachers.

2. Observed social and emotional development of the student.

REDUCING STUDENT  
RETENTION

The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]

PARENT REQUEST

A parental request to retain a student who has met promotion requirements shall be denied unless a recommendation for retention is made by the student's ARD committee in accordance with federal requirements.

**COMPLAINTS**

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

**OTHER COMPLAINT PROCESSES**

Student or parent complaints shall be filed in accordance with this policy, except as provided below:

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

12. **Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.**
13. **Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.**
14. **Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.**

**NOTICE TO STUDENTS  
AND PARENTS**

**The District shall inform students and parents of this policy.**

**GUIDING PRINCIPLES**

The Board encourages students and parents to discuss their concerns and complaints through informal conferences with the appropriate teacher, principal, or other campus administrator.

**INFORMAL  
PROCESS**

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

**FORMAL PROCESS**

If an informal conference regarding a complaint fails to reach the outcome requested by the student or parent, the student or parent may initiate the formal process described below by timely filing a written complaint form.

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

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

**FREEDOM FROM  
RETALIATION**

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

~~**NOTICE TO STUDENTS  
AND PARENTS**~~

~~The District shall inform students and parents of this policy.~~

~~**COMPLAINTS**~~

~~In this policy, the terms "complaint" and "grievance" shall have the same meaning. This policy shall apply to all student and parent complaints, except as provided below.~~

~~**EXCEPTIONS**~~

~~This policy shall not apply to:~~

- ~~1. Complaints alleging discrimination or harassment based on race, color, gender, national origin, disability, or religion. [See FFH]~~

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- ~~2. — Complaints concerning dating violence. [See FFH]~~
- ~~3. — Complaints concerning retaliation related to discrimination and harassment. [See FFH]~~
- ~~4. — Complaints concerning bullying. [See FFH]~~
- ~~5. — Complaints concerning loss of credit on the basis of attendance. [See FEC]~~
- ~~6. — Complaints concerning removal to a disciplinary alternative education program. [See FOC and the Student Code of Conduct]~~
- ~~7. — Complaints concerning expulsion. [See FOD and the Student Code of Conduct]~~
- ~~8. — Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504. [See FB]~~
- ~~9. — Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act. [See EHBA, FOF, and the parents' rights handbook provided to parents of all students referred to special education]~~
- ~~10. — Complaints concerning instructional materials. [See EFA]~~
- ~~11. — Complaints concerning a commissioned peace officer who is an employee of the District. [See CKE]~~
- ~~12. — Complaints concerning intradistrict transfers or campus assignments. [See FDB]~~

GENERAL  
PROVISIONS

FILING

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

RESPONSE

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



STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

DAYS	<p>"Days" shall mean District business days. 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 organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent 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.</p>
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</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 student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent.</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>

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

STATEMENT OF  
PARTICULARS

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

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

LEVEL ONE

Complaint forms must be filed:

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

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

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

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

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

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

LEVEL TWO

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent

may request a conference with the Superintendent or designee to appeal the Level One decision.

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

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
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 presented by the student or parent at Level One and identified in the Level Two appeal notice. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

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

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

#### LEVEL THREE

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

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

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

The Superintendent or designee shall provide the Board the record of the Level Two **appeal**~~complaint~~. The student or parent 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.**
- ~~2.3.~~ The written response issued at Level Two and any attachments.
- ~~3.4.~~ 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** records, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

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

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent 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 student or parent or the student'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.

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STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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(LOCAL)

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.

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**COMPLAINTS**

**In this policy, the terms “complaint” and “grievance” shall have the same meaning.**

**OTHER COMPLAINT PROCESSES**

**Complaints by members of the public shall be filed in accordance with this policy, except as provided below:**

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

**GUIDING PRINCIPLES**  
**INFORMAL PROCESS**

The Board encourages the public to discuss concerns and complaints through informal conferences with the appropriate administrator.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

**FORMAL PROCESS**

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

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

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

**FREEDOM FROM RETALIATION**

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

~~**COMPLAINTS**~~

~~In this policy, the term “complaint” and “grievance” shall have the same meaning. This policy shall apply to all complaints from the public except as provided below.~~

~~**EXCEPTIONS**~~

~~This policy shall not apply to:~~

- ~~1. Complaints concerning instructional materials. [See EFA]~~
- ~~2. Complaints concerning a commissioned peace officer who is an employee of the District. [See CKE]~~

**GENERAL PROVISIONS**  
**FILING**

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of

PUBLIC COMPLAINTS

GF  
(LOCAL)

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.

RESPONSE	At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
DAYS	"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."
REPRESENTATIVE	<p>"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual 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.
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
COSTS INCURRED	Each party shall pay its own costs incurred in the course of the complaint.

PUBLIC COMPLAINTS

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(LOCAL)

COMPLAINT FORM

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

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

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

STATEMENT OF PARTICULARS

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

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

LEVEL ONE

Complaint forms must be filed:

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

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

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

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



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

LEVEL TWO

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

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

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

The Level One record shall include:

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

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

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

LEVEL THREE

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

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

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

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

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

The Level Two record shall include:

1. The Level One record.
- 2. The notice of appeal from Level One to Level Two.**
- ~~2.3.~~ The written response issued at Level Two and any attachments.
- ~~3.4.~~ 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 individual notice of the nature of the evidence at least three days before the hearing.

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presen-

tation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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