

**Instruction Sheet**  
**TASB Localized Policy Manual Update 126**

**United ISD**

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
ATTN	(NOTE)	No policy enclosed	See explanatory note
BE	(LOCAL)	Replace policy	Revised policy
BED	(LOCAL)	Replace policy	Revised policy
CJ	(LOCAL)	Replace policy	Revised policy
CJA	(LOCAL)	Replace policy	Revised policy
CLE	(LOCAL)	Replace policy	Revised policy
CQB	(LOCAL)	Replace policy	Revised policy
CQD	(LOCAL)	ADD policy	See explanatory note
CSA	(LOCAL)	Replace policy	Revised policy
CV	(LOCAL)	Replace policy	Revised policy
DBD	(LOCAL)	Replace policy	Revised policy
DEC	(LOCAL)	Replace policy	Revised policy
DFBB	(LOCAL)	Replace policy	Revised policy
DGBA	(LOCAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
EEP	(LOCAL)	ADD policy	See explanatory note
EFA	(LOCAL)	Replace policy	Revised policy
EHBAF	(LOCAL)	Replace policy	Revised policy
EIA	(LOCAL)	Replace policy	Revised policy
FA	(LOCAL)	ADD policy	See explanatory note
FEF	(LOCAL)	Replace policy	Revised policy
FFAC	(LOCAL)	Replace policy	Revised policy
FFB	(LOCAL)	Replace policy	Revised policy
FFF	(LOCAL)	Replace policy	Revised policy
FFG	(LOCAL)	Replace policy	Revised policy
FNG	(LOCAL)	Replace policy	Revised policy
FO	(LOCAL)	Replace policy	Revised policy
GF	(LOCAL)	Replace policy	Revised policy
GKA	(LOCAL)	Replace policy	Revised policy

# Explanatory Notes

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#### ATTN(NOTE)

#### GENERAL INFORMATION ABOUT THIS UPDATE

##### **Please note:**

Changes at Update 126 are based almost exclusively on legislation from the 89th Regular Legislative Session. Please note that documents provided in the legal framework are not adopted by the board.

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB), House Bills (HB), or House Concurrent Resolutions (HCR) from the 89th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

TASB Policy Service hosted and recorded a webinar to review the content of Update 126. That recorded webinar is available with your Update 126 materials on Policy Online.

#### BE(LOCAL)

#### BOARD MEETINGS

Several recommended revisions have been made to this policy on board meetings. SB 12 prompted new language at Meeting Place and Time indicating that board meetings will be held outside of typical work hours. Language at Notice to Members has been adjusted to reflect HB 1522, which requires board agendas to be posted for three business days, rather than 72 hours, before the meeting. This recommended revision appropriately adjusts when the notice of the meeting will be provided to board members.

At Deadline, the recommended revisions are also in response to HB 1522. We offer for your consideration language requiring that agenda items be submitted 10 calendar days before a meeting. This deadline would provide the district sufficient time to compile items and post an agenda by the statutory deadline. If the district would like to adjust the deadline, please contact your policy consultant.

SB 413 requires roll call voting, so the language at Record Vote has been revised accordingly. A paragraph in the Minutes section has been removed, as the statement is true for all district records and it is not necessary to separately address retention in this policy. Please refer to CPC(LOCAL) and your district's record retention procedures.

**Please note:** The district's locally developed text addressing workshops has been retained. We recommend changing the number of board members needed to request a special or emergency meeting or request an item for the agenda from three to two so as to avoid unintentional conflict with the Texas Open Meetings Act. Please contact your policy consultant if you have any questions or need further adjustments to this policy.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### BED(LOCAL)

#### BOARD MEETINGS: PUBLIC PARTICIPATION

Recommended revisions comply with the SB 12 requirement that public comment occur at the beginning of board meetings.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### CJ(LOCAL)

#### CONTRACTED SERVICES

Recommended new provisions reflect that contractors may not engage in or assign instructional activities prohibited by law or diversity, equity, and inclusion (DEI) duties under SB 12. Violations will result in termination of the contract.

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CJA(LOCAL)

## CONTRACTED SERVICES: BACKGROUND CHECKS AND REQUIRED REPORTING

The subtopic name has been adjusted to Background Checks and Required Reporting to more accurately describe the contents of the legal framework at this code. No changes have been made to the local text, and the district has not been charged for this revision.

### CLE(LOCAL)

## **BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: REQUIRED DISPLAYS**

The subtopic name has been adjusted to Required Displays to more accurately describe the contents of the legal framework at this code. No changes have been made to the local text, and the district has not been charged for this revision.

CQB(LOCAL)

## TECHNOLOGY RESOURCES: CYBERSECURITY

Recommended revisions comply with HB 150, which moves cybersecurity training requirements from the Department of Information Resources to the Texas Cyber Command and includes details about notifications for cybersecurity incidents in addition to security breaches.

### CQD(LOCAL)

## TECHNOLOGY RESOURCES: ARTIFICIAL INTELLIGENCE

This new recommended policy addresses artificial intelligence training requirements based on HB 150 and HB 1500, as well as the use of artificial intelligence by district employees and students.

CSA(LOCAL)

## **FACILITY STANDARDS: SAFETY AND SECURITY**

SB 8 from the Second Special Session prompted the inclusion of a section on Designation and Use of Private Spaces. The superintendent is directed to designate private spaces in accordance with law and to develop regulations to ensure compliance.

### CV(LOCAL)

## FACILITIES CONSTRUCTION

As reflected in CH(LEGAL), the competitive purchasing threshold established in law has changed from \$50,000 to \$100,000. The language at Construction Contracts is recommended for revision here to refer to the legal threshold rather than a specific dollar amount. Policy BJA(LOCAL) establishes the superintendent's delegation authority; therefore "or designee" is recommended for deletion at Project Administration.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

**Please note:** The superintendent's authority to approve construction contracts is reflected with a dollar amount in many districts' CV(LOCAL) that matched the previous competitive purchasing threshold. We have not revised the provisions reflecting the superintendent's authority to approve construction contracts. If the board wishes to update the superintendent's authority to approve contracts, please contact your policy consultant.

### DBD(LOCAL)

## EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CONFLICT OF INTEREST

A new recommended section on Personal Services Performed by an Administrator includes language relating to administrator work from HB 3372.

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##### **DEC(LOCAL)**

##### **COMPENSATION AND BENEFITS: LEAVES AND ABSENCES**

HB 2 prompted recommended revisions to include Daily Rate of Pay under the Definitions section, as well as a section regarding Concurrent Use of Paid Leave during Family and Medical Leave for classroom teachers.

**Please note:** The district's locally developed text addressing assault leave restates language from the corresponding legal framework; therefore, revisions are recommended to clarify that the district will follow the requirements in law regarding an employee's eligibility for assault leave. The rest of the district's locally developed text throughout the policy remains unchanged. Please contact your policy consultant if you have any questions.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

##### **DFBB(LOCAL)**

##### **TERM CONTRACTS: NONRENEWAL**

Based on SB 12, engaging or assigning diversity, equity, and inclusion duties, as well as instructional activities prohibited by law, are recommended for inclusion in the list of reasons a term contract employee may be nonrenewed. The item related to disability and the ability to perform the essential functions of the job has been amended for clarity.

##### **DGBA(LOCAL)**

##### **PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES**

We recommend for your consideration this revised policy regarding employee complaints, which includes revisions prompted by the applicable portions of SB 12. Please contact your policy consultant if additional revisions are necessary.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

##### **DH(LOCAL)**

##### **EMPLOYEE STANDARDS OF CONDUCT**

The recommended revision to the text at Weapons Prohibited – Exceptions reflects changes under SB 706 regarding reciprocity with a handgun license from another state. Sections on Prohibited Classroom Instruction or Activities; Prohibited Diversity, Equity, and Inclusion Duties; and Social Transitioning are recommended for inclusion pursuant to SB 12. At Relationships with Students, the recommended revision addresses the requirement under SB 571 regarding notice of suspected misconduct by an educator or district service provider.

**Please note:** No revisions have been made to the district's extensive locally developed text throughout the policy.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

##### **EEP(LOCAL)**

##### **INSTRUCTIONAL ARRANGEMENTS: LESSON PLANS**

This new local policy includes recommended language from SB 12 on instructional plans and course syllabi.

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#### EFA(LOCAL) **INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS**

In accordance with SB 12, a section on Parent Request for Instructional Material Review is recommended for inclusion. The policy requires the superintendent to develop administrative regulations to ensure that parents or guardians can request review of instructional materials individually or through a petition process with other parents.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### EHBAF(LOCAL) **SPECIAL EDUCATION: VIDEO/AUDIO MONITORING**

The enclosed revisions are recommended to update language regarding special education classrooms in accordance with HB 2 and to update the timeframe for reporting suspected misconduct or child abuse as required by SB 571.

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

Recommended revisions reflect the SB 12 requirement that each parent of a student be afforded the opportunity for at least two in-person conferences with the student's teacher per year. At Academic Dishonesty, language is recommended that indicates the use of artificial intelligence without permission constitutes academic dishonesty.

#### FA(LOCAL) **PARENT RIGHTS AND RESPONSIBILITIES**

This new local policy is recommended for inclusion in the district's manual to address the SB 12 requirement to establish a parent portal on the district's website, through which parents may submit comments to administrators or the board.

#### FEF(LOCAL) **ATTENDANCE: RELEASED TIME**

New recommended language reflects SB 1049 requirements regarding released time courses.

#### FFAC(LOCAL) **WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT**

A recommended revision at Medication Provided by Parent has been made due to SB 920, which now allows school employees, including nurses, to administer nonprescription medication in accordance with legal requirements.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

**Please note:** Contact your policy consultant if this policy needs adjustments to address provisions regarding athletic trainers, epinephrine, or respiratory distress medication.

#### FFB(LOCAL) **STUDENT WELFARE: CRISIS INTERVENTION**

As required by HB 2, a provision is recommended for inclusion addressing the required notification that must be provided to teaching staff when a threat is made against the campus.

#### FFF(LOCAL) **STUDENT WELFARE: STUDENT SAFETY**

HB 2 prompted recommended revisions to this local policy regarding notifying a parent of a student with whom an employee or service provider is alleged to have engaged in misconduct.

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##### **FFG(LOCAL)**

##### **STUDENT WELFARE: CHILD ABUSE AND NEGLECT**

A recommended change at Reporting Child Abuse or Neglect reflects that SB 571 requires reporting within 24 hours of learning of the facts giving rise to suspicion of abuse or neglect of a child. The revision to item 1 at Making a Report also comes from SB 571.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

##### **FNG(LOCAL)**

##### **STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

We recommend for your consideration this revised student and parent complaint policy, which includes revisions prompted by the applicable portions of SB 12. Please contact your policy consultant if you wish to make additional revisions to this policy.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

##### **FO(LOCAL)**

##### **STUDENT DISCIPLINE**

Minor edits are recommended to the language regarding Video and Audio Monitoring that make such monitoring permissive. No other changes have been made to the district's locally developed text throughout the policy.

##### **GF(LOCAL)**

##### **PUBLIC COMPLAINTS**

We recommend for your consideration this revised public complaint policy, which includes revisions prompted by the applicable portions of SB 12.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

##### **GKA(LOCAL)**

##### **COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES**

HB 6 no longer permits district of innovation exemptions to Chapter 37; therefore, provisions related to Education Code 37.105 have been adjusted. Language regarding handguns is recommended for revision due to SB 706.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

<b>Meeting Place and Time</b>	<p><del>All</del> Board meetings shall be held during a time that is outside of typical work hours. <u>[See FA(LEGAL)]</u></p>
<b>Regular Meetings</b>	<p>The notice for a Board meeting shall reflect the date, time, and location of the meeting.</p> <p>Regular meetings of the Board shall normally be held on the third Wednesday of each month <del>beginning</del> at 6:00 p.m. When determined necessary <del>or and</del> for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting <u>with proper notice</u>.</p>
<b>Workshops</b>	<p>Board workshops shall normally be held on the second Wednesday of each month <del>beginning</del> at 6:00 p.m. with proper notice. When determined necessary <del>or and</del> for the convenience of Board members, the Board President may change the date, time, or location of a workshop <u>with proper notice</u>.</p>
<b>Special or Emergency Meetings</b>	<p>The Board President shall call special meetings at the Board President's discretion or on request by <del>three to three</del> members of the Board.</p> <p>The Board President shall call an emergency meeting when it is determined by the Board President or <del>three to three</del> members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.</p>
<b>Agenda</b>	<p>The deadline for submitting items for inclusion on the agenda is the <del>third business 10th calendar fourth business</del> day before regular meetings, <del>special meetings, and Board workshops and the 10th fourth calendar business day before special meetings</del>.</p>
<b>Deadline</b>	
<b>Preparation</b>	<p>In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. The Superintendent shall include on the preliminary agenda of a regular or special meeting all topics that have been timely submitted by at least three Board members, and on the preliminary agenda of a Board workshop <del>Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting</del> all topics that have been timely submitted by at least two Board members. The Superintendent shall have the authority to request items to be included on an agenda for any meeting.</p>
	<p>Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or at least <del>three to three</del> Board members have requested to be addressed are either on that agenda or scheduled for deliberation <del>no later than the next regular meeting at an appropriate time in the near future</del>. The Board President shall not have authority to remove from the agenda a</p>

subject requested by at least ~~three~~two~~three~~ Board members without specific authorization from those ~~three~~ Board members.

**Notice to Members**

Members of the Board shall be given notice of regular and special meetings at least ~~three~~four business days prior to the scheduled ~~time~~date of the meeting and at least one hour prior to the time of an emergency meeting.

**Closed Meeting**

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting.  
[See BEC]

**Order of Business**

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

**Rules of Order**

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

**Voting****Record** **Vote**

Voting on any item shall be ~~by voice~~a record vote ~~or by~~ show of hands or roll call, as directed by the Board President. Any member may abstain from voting on an item, and a member's vote or ~~abstention~~failure to vote shall be recorded in the minutes. [See BDAA(LOCAL) for the Board President's voting rights]

**Consent Agenda**

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

**Minutes**

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

~~The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours. [See CPC regarding retention of records.]~~

**Discussions and  
Limitation**

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

<b>Limit on Participation</b>	Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.
<b>Public Comment</b>	<p><b>Public comment shall occur at the beginning of the meeting. [See FA]</b></p>
Regular Meetings and Board Workshops	At regular Board meetings and Board workshops, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.
Special Meetings	At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.
Procedures	Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins, as specified in the Board's procedures on public comment, and shall indicate the agenda item or topic on which they wish to address the Board.
	<p><b>Public comment shall occur at the beginning of the meeting.</b></p>
Meeting Management	No speaker's comments shall exceed three minutes; however, a non-English speaker whose comments require the assistance of a translator shall not exceed six minutes.
Board's Response	When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may <del>make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting</del> adjust the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.
Complaints and Concerns	The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

**Disruption**

The Board shall not tolerate disruption of the meeting by members of the audience. Speakers or others who use insulting, profane, threatening, or abusive language during any Board meeting shall be ruled out of order by the presiding officer. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

**Electioneering  
Prohibited**

No electioneering shall be permitted on behalf of or against an individual running for political office, and no literature pertaining to any form of electioneering shall be permitted during the meeting.

**Signs / Printed  
Materials**

Signs or placards brought to a Board meeting shall not be allowed inside the Board room. Additionally, any citizen wishing to distribute printed handout materials to the Board or audience shall do so before or after the public comment, but not during.

**Employment Assistance Prohibited**

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees.]

**Prohibited Classroom Instruction or Activities**

A District contractor is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB(LEGAL)]. Violation of this policy shall result in termination of the contract. A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

**Prohibition on Diversity, Equity, and Inclusion**

A contract is subject to termination if the District contractor intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

[See BT(LEGAL)]

**Emergencies**

In an emergency due to a health or safety concern, a reasonably unforeseeable situation, or other exigent circumstance, the District employee who is in charge of the facility shall be authorized to determine whether an employee of a contracting or subcontracting entity who does not have the required criminal history record information (CHRI) review or who has a disqualifying conviction will be permitted to enter a District facility.

If allowed to enter the facility, the employee of the contracting or subcontracting entity shall be accompanied by a District employee at all times.

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

<b>Plan</b>	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
<b>Coordinator</b>	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.
<b>Training</b>	<p>The Board delegates to the Superintendent the authority to:</p> <ol style="list-style-type: none"><li>1. Determine the cybersecurity training program to be used in the District;</li><li>2. Verify and report compliance with training requirements in accordance with guidance from the <b>Department of Information Resources</b> <b>Texas Cyber Command</b>; and</li><li>3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.</li></ol> <p>The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.</p>
<b>Security Breach and Cybersecurity Incident Notifications</b>	<p>Upon discovering or receiving notification of a breach of system security or a <b>security</b> <b>cybersecurity</b> incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities <b>and provide any other notices</b> in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:</p> <ol style="list-style-type: none"><li>1. Written notice.</li><li>2. Email, if the District has email addresses for the affected persons.</li><li>3. Conspicuous posting on the District's websites.</li><li>4. Publication through broadcast media.</li></ol> <p>The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.</p>

**Training**

The Board delegates to the Superintendent the authority to:

1. Determine the artificial intelligence (AI) training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the AI training requirements.

**Use in District**

Employees and students shall be permitted to explore AI and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See EIA(LOCAL), FFH, FFI, and the FO series]

**Building Access  
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

**Designation and Use  
of Private Spaces**

The Board shall ensure that the Superintendent, or appropriate staff as determined by the Superintendent, designates private spaces in accordance with law.

The Superintendent shall develop administrative regulations to ensure compliance with law and policy regarding the use of private spaces in District facilities.

<b>Compliance with Law</b>	The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.
<b>Construction Contracts</b>	Unless otherwise determined by the Board, the project delivery/contract award method to be used for each construction contract valued at or above <del>\$50,000</del> <u>the competitive purchasing threshold established in law</u> shall be the job-order contract method. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]
	For construction contracts valued at or above <del>\$100,000</del> <del>\$50,000</del> , the Superintendent shall be authorized to execute the resulting contract after the Board has approved the proposal/bid. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]
	<b>Note:</b> For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).
<b>Change Orders</b>	Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility. The Superintendent is authorized to approve any change orders in an amount not to exceed \$25,000 prior to any changes being made in the approved plans or the actual construction of the facility, as well as any time extensions to construction contracts without Board approval.
<b>Project Administration</b>	All construction projects shall be administered by the Superintendent <del>or designee</del> .
	The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.
<b>Final Payment</b>	The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Superintendent has accepted the work.

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	<p><b>Note:</b> For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.</p>
<b>Disclosure — General Standard</b>	An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.
<b>Specific Disclosures</b>	
Substantial Interest	The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.
	Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee or any of his or her relatives in the first degree has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent.
Interest in Property	The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.
Annual Financial Management Report	The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.
	[See BBFA]
<b>Gifts</b>	
	An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]
	An employee shall report to his or her supervisor within 72 hours any gift, favor, service, or other benefit valued at more than \$25 and received from a vendor or potential vendor.
	In the event the employee was unaware of his or her responsibility to report any gift, favor, service, or other benefit valued at more than \$25, the employee shall make the report within seven calendar days of when the employee knew or should have known about the duty to report.
	An employee shall report the potential receipt of any gift, favor, service, or other benefit valued at more than \$25 before it is received whenever possible.
	An employee who is required to file a Conflicts Disclosure Statement (Form CIS) shall also file a separate District Conflict of Inter-

est Disclosure form when reporting any gift, favor, service, or other benefit valued at more than \$25.

**Endorsements**

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

**Sales**

An employee shall not use his or her position with the District to attempt to sell products or services.

**Nonschool Employment**

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Private Tutoring

An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

**Personal Services Performed by an Administrator**

An administrator, as defined in law, shall not receive any financial benefit for the performance of personal services except as permitted by and in accordance with law.

An administrator, other than a Superintendent or an assistant superintendent, who wishes to seek Board approval to perform personal services permitted by law shall submit that request to the Superintendent in accordance with administrative regulations.

<b>Leave Administration</b>	The Superintendent shall develop administrative regulations, addressing employee leaves and absences to implement the provisions of this policy.
<b>Definitions</b>	<p>The term "immediate family" is defined as:</p> <ol style="list-style-type: none"><li>1. Spouse.</li><li>2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands <i>in loco parentis</i>.</li><li>3. Parent, stepparent, parent-in-law, or other individual who stands <i>in loco parentis</i> to the employee.</li><li>4. Sibling, stepsibling, and sibling-in-law.</li><li>5. Grandparent and grandchild.</li></ol> <p>For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).</p>
<b>Family Emergency</b>	The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.
<b>Leave Day</b>	A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.
<b>School Year</b>	A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.
<b>Daily Rate of Pay</b>	The "daily rate" of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee's annual salary by the number of duty days in the employee's contract year.
<b>Catastrophic Illness or Injury</b>	A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

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**Availability**

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

**State Leave  
Proration**

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than four consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used.

**Nondiscretionary  
Use**

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

**Discretionary Use**

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

*Request for  
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or con-

sider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed two consecutive workdays.

Campus  
Employees

A maximum of five percent of campus employees in each category shall be permitted to use discretionary leave at the same time.

**Local Leave**

Each employee shall earn paid local leave days per school year in accordance with administrative regulations and the following:

Months of Service Annually	Number of Days
10 months (183–193 days of service annually)	five days
11 months (207–220 days of service annually)	six days
12 months (at least 226 days of service annually)	seven days

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

An employee may also use local leave for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.

**Bereavement Leave**

A full-time employee shall be granted three days of bereavement leave, per occurrence, upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave.

**Sick Leave Bank**

The District shall establish a sick leave bank that employees may join through contribution of local leave or state personal leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;

2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

**Appeal**

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

**Sick Leave Pool**

An employee who has exhausted all paid leave, including sick leave bank days as applicable, as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave or state personal leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

**Appeal**

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

**Military Leave**

After all other paid leave is exhausted, an employee who is granted a leave of absence from work due to a voluntary or involuntary enlistment in the military to serve the country at war shall receive "differential pay" from the District for a period of 12 calendar months.

For purposes of this policy, differential pay shall mean the normal daily wage earned by the employee for the position held prior to enlistment minus the employee's earned daily wage from the U.S. government. In order to receive differential pay, an employee must submit verification of his or her military earnings to the department of human resources. An employee who receives a higher daily wage from the government than from the District shall not be entitled to differential pay.

**Mental Health Leave**

A District peace officer or a full-time telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative guidelines and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop guidelines regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

**Quarantine Leave**

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative guidelines and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop guidelines regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

<b>Line of Duty Illness or Injury Leave of Absence</b>	Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.
<b>Family and Medical Leave</b>	<p>The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.</p> <p>FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable, <b>except as provided below</b>.</p> <p>A teacher shall notify the appropriate administrator if they choose not to use paid leave concurrently with FMLA leave for an absence related to pregnancy or the birth or adoption of child.</p>
<b>Concurrent Use of Paid Leave</b>	
<b>Note:</b> See DECA(LEGAL) for provisions addressing <b>FMLA Exception</b> Period	
<b>Twelve Month Period</b>	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.
<b>Combined Leave for Spouses</b>	When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.
<b>Intermittent or Reduced Schedule Leave</b>	The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
<b>Certification of Leave</b>	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
<b>Fitness-for-Duty Certification</b>	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
<b>Leave at the End of Semester</b>	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
<b>Temporary Disability Leave</b>	Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]
<b>SBEC Certified Employees</b>	

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

Other Employees	Temporary disability leave may also be granted to other eligible full-time employees for a maximum of 180 calendar days, upon approval from the Superintendent. In order to qualify for this type of an unpaid leave of absence, an employee must have worked 1,250 hours during the previous 12-month period from the date of the request for temporary disability leave. Applications for temporary disability leave shall be submitted in accordance with administrative procedures. Reinstatement to regular employment shall be on a position-available basis only. The District shall place the employee in an assignment and shall make its best effort to place the employee within five business days.
Reinstatement or Resignation	An employee reaching the end of the temporary disability leave period shall provide 30 calendar days' timely written notice of his or her intention to resume active duty or to request an extension of leave pursuant to the Americans with Disabilities Act (ADA). Failure to timely comply with the notification provisions shall constitute good cause for termination of contract employees, in accordance with law and District policies. [See DF policy series]
Reassignment Following Leave	Employees who are not certified by SBEC and who are returning from temporary disability leave after being absent 60 or fewer calendar days shall be returned to the same position. Unless otherwise prescribed by law, employees returning from temporary disability leave in excess of 60 calendar days shall be given priority for assignment to a comparable position as determined by the Superintendent based on the needs of the District.
Concurrent Use	The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.
Workers' Compensation	<p><b>Note:</b> Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
Paid Leave Offset	The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

**Assault Leave**

~~In addition to all other days of leave, a District~~<sup>An</sup> employee who is physically assaulted during the performance of regular duties ~~is~~  
~~shall be entitled to the number of days of leave necessary to recuperate from physical injuries as a result of the assault. A District~~  
~~employee is physically assaulted if the person engaging in the conduct causing injury to the employee could:~~

4. Be prosecuted for assault; or

~~Not be prosecuted for assault only because the person's age or mental capacity makes the person a non-responsible person for purposes of criminal liability~~<sup>assault leave in accordance with law.</sup>

**Working While on Leave**

With the exception of noncontract and paid vacation leave, while on any type of leave status with the District, the employee shall be prohibited from performing work in any capacity except as approved by the associate superintendent of human resources or designee as part of an approved return-to-work or transitional duty assignment at the District.

Working during a leave of absence shall be considered a violation of the District's leave policy and may be grounds for immediate termination of an at-will employee or recommendation of termination for a contract employee.

**Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Payment for Accumulated Leave Upon Retirement**

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District under the Teacher Retirement System of Texas (TRS), or the designated beneficiary of an otherwise eligible employee who passes away while employed by the District, shall be eligible for payment of state and local leave if the employee has at least ~~ten~~<sup>10</sup> cumulative years of service with the District.

The rate of pay shall be established based on the District's approved base pay plan; stipends and extra duty pay shall not be included. The payment shall be a one-time-only benefit for the eligible employee.

The payment rates established by the Board shall remain in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

**Professional  
Employee Rate**

A professional employee shall receive payment for each day of state and local leave, to a maximum of 40 days of state leave and 40 days of local leave. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee. Leave shall be paid according to the following prorated schedule:

1. The first five days of state leave at 100 percent of the employee's daily base rate;
2. The next ~~ten~~10 days of state leave at 75 percent of the employee's daily base rate;
3. The next 25 days of state leave at 50 percent of the employee's daily rate; and
4. Up to 40 days of local leave at \$100 per day.

**Paraprofessional  
and Auxiliary  
Employee Rate**

A paraprofessional or auxiliary employee shall be reimbursed for each day of state and local leave, to a maximum of 80 days of leave. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee. Leave shall be reimbursed according to the following prorated schedule:

1. The first ~~ten~~10 days of leave at 100 percent of the employee's daily base rate;
2. The next 15 days of leave at 75 percent of the employee's daily base rate; and
3. The next 55 days of leave at 50 percent of the employee's daily base rate.

**Absence Reporting**

With the exception of an approved leave of absence, an employee shall notify his or her immediate supervisor prior to an absence, or as soon as practical in the event of an emergency, so that a substitute can be secured if necessary. Notification to the employee's immediate supervisor shall be in accordance with administrative, campus, and department regulations. An employee shall also notify his or her immediate supervisor if the employee is going to be late for work for any reason. An employee who is absent beyond five consecutive workdays, except for vacation, shall apply for a leave of absence. Failure to apply for a leave of absence shall constitute grounds for disciplinary action up to and including termination.

**Excessive  
Absences/Tardies**

When an employee's absences/tardies become a concern or when an employee establishes a pattern of absences/tardies or exceeds the annual number of state and local leave days an employee can earn, with the exception of approved leave, such absences/tardies

shall be considered excessive. If absences/tardies are deemed excessive, the employee may be subject to disciplinary action, up to and including termination of employment.

An employee's excessive absences/tardies shall be subject to verification and referral for eligible leaves of absence by the District. If the absences/tardies are not approved, the employee may be subject to disciplinary action, up to and including termination of employment.

Supervisors shall report absences/tardies for individuals in excess of 15 workdays in a school year to the Superintendent or designee, who shall take whatever action is deemed appropriate. Such action may result in disciplinary action including termination of employment.

**Unauthorized  
Absence**

An employee may be terminated when he or she is:

1. Released by a doctor to return to work but fails to contact the District's department of human resources to pursue a work assignment;
2. Unable to report to work and fails to request or extend a leave of absence; or
3. Unable to report to work and has no earned paid leave available and, if eligible to apply for leave of absence, does not request a leave.

**Job Abandonment**

An employee who is absent from work for three consecutive working days without notice and who cannot be reached by his or her immediate supervisor shall be deemed to have voluntarily resigned from the District and shall be separated from service with the District for job abandonment in accordance with this policy. [See DC, and DF series]

**Sanctions for Abuse**

All employee leave shall be provided for the specific purpose stipulated in this policy. It is not intended to be used as a vacation or for mere convenience. Except for discretionary use of state personal or local leave, documentation may be required for any absence at the discretion of the Superintendent. Abuse of the employee leave program, misrepresentation of the need to use leave, or falsification of a document from a health-care provider is a violation of District policy and may result in disciplinary action up to and including loss of pay, suspension, demotion, or termination of employment, in accordance with appropriate District policies. [See DCD and DF series]

**Neutral Absence  
Control**

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination.

**Reasons**

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

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job, **with or without reasonable accommodation**.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
35. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
- 34.36. Any reason constituting good cause for terminating the contract during its term.

Recommendations  
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term 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 the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The Board has chosen to designate the type of hearing for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see Request for Board Hearing, below] or an independent hearing examiner appointed by the commissioner of education [see Request for Appointment of Hearing Examiner, below] will conduct the hearing.

**Request for  
Appointment of  
Hearing Examiner**

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

**Hearing Procedures**

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

**Board Decision**

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

**Request for Board  
Hearing**

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

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

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

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

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

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

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

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

**Hearing by an Attorney Designated by the Board** The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the

employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

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

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

**Board Review**

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.

**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 required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process [has been followed](#):

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 [the DIA series](#).
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with [the DIA series](#).
3. Complaints concerning retaliation [relating](#)[related](#) to discrimination and harassment shall be submitted in accordance with [the DIA series](#).
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
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 through appropriate District publications and [as authorized by the Superintendent](#)[on the District's website](#).

**Guiding Principles**  
**Informal Process**

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate [campus or District](#) administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

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

<p><b>Direct Communication with Board Members</b></p> <p><b>Employees shall not be prohibited from communicating with a member of the Board regarding District operations</b></p> <p><b>Formal Process communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee Filing Deadlines</b></p>	<p>If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must file a complaint within 15 business 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.</p> <p>All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.</p> <p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p><del>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.</del></p> <p><del>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. 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.</del></p> <p>The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.</p> <p>If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.</p> <p>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.</p> <p>Even after initiating the formal complaint process, the employee is encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p>
<p><b>Option to Continue Informal Process</b></p>	

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	Whistleblower complaints shall be filed within the time specified by law and may be made <del>to the Superintendent or designee</del> beginning at Level Two. Timelines 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]
<del>Complaints against Supervisors</del>	<del>Complaints that do not meet the elements of a whistleblower grievance by law shall be routed to begin at Level One.</del>
<del>Complaints alleging a supervisor's violation of law or</del>	Complaints alleging a violation of law by a supervisor may be made to the Superintendent. Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.
<del>Direct communication with unlawful harassment Board Members 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.</del>	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.
<del>General provisions</del>	<del>Complaints/Grievances shall be filed with the complainant's immediate supervisor on the District's complaint/grievance form within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance. Grievance forms may be obtained from the department of human resources or on the District's website under the department of human resources. In most circumstances, employees on a school campus or in a District department shall file complaints/grievances with the campus principal or department administrator, as applicable.</del>
<del>Filing</del>	<del>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.</del>
<del>Complaint forms alleging a violation of law by the Superintendent or the Superintendent's unlawful harassment of an employee may be submitted directly to the Board</del>	<del>Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. A complaint filed by email shall be copied to the director of employee relations. If the director of employee relations is not</del>
<del>President Against Supervisors</del>	

~~copied on the email, the complaint shall be deemed filed when the administrator confirms receipt of the complaint~~ Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three **business** days after the deadline.

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

**Response**  
~~At Levels One and Two, "response" Scheduling Hearings Decision~~  
The District shall make reasonable attempts to schedule hearings at a mutually agreeable time. If the employee fails to appear at a scheduled hearing, the District may hold the hearing and issue a decision in the employee's absence.

A "decision" shall mean a written communication to the employee from the appropriate administrator. ~~Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, 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~~ that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

**Days**  
~~"Days" The decision shall mean District business days (as determined by the academic calendar), unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."~~ also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

**Representative**  
~~"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. If the employee designates more than one representative, only one representative shall be allowed to be present during any level of the grievance process. Witnesses shall not be allowed during any level~~

~~of the grievance process; however, witness statements may be tendered at a grievance hearing. The only parties that shall be allowed during the employee's presentation during any level of the grievance process shall be the employee and one representative, if designated~~ A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Representative

"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 the employee in the complaint process.

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

~~Representatives shall conduct themselves with common courtesy and respect for the rights of others. If, at any level, a representative is deemed to be unruly, disrespectful, or disruptive to the hearing process, the grievance hearing shall be concluded, and the employee and representative shall be issued a decision based upon the written record and oral arguments set forth by the employee and representative, as applicable. The District shall have the authority to remove a disruptive representative from the premises. Additionally, after an examination of the facts, if the Superintendent deems the representative has been disruptive in a repetitive manner, he or she may issue a letter of warning to the complainant's representative. If the representative continues to display the same disruptive conduct, the Superintendent may deny the representative further opportunities to represent future complainants.~~

Consolidating  
Complaints

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. If the employee submits a grievance that is a duplicate of a prior grievance, the department of human resources may dismiss the complaint without the necessity of a hearing.~~

~~Each employee shall file his or her grievance individually, unless a group of employees has the same or similar complaint and the Superintendent or designee determines that the complaints can be~~

	<p>grouped together, and the hearing process can proceed in a collective manner.</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 Consolidating Complaints	<p>To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from an event or series of related events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals 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 included with the complaint form. Once submitted, the grievance shall be limited to the written remedies addressed on the initial complaint. No new remedies shall be introduced during the grievance proceedings that have not been specifically mentioned or produced in the initial complaint form. Further, the only remedies ruled upon shall be those listed on the initial complaint; remedies requested in an oral manner at any hearing level shall not be considered. Any new remedies shall be addressed in a subsequent complaint form and under the rules and timelines set forth in this policy.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiled is within the designated time for filing.</p>
Scheduling Conferences	<p>All conferences shall take place during normal District business hours. However, the grievance hearing shall normally be scheduled during non-instructional time or at a time when the employee is not engaged in the regular performance of his or her duties. All participants, including witnesses, shall be released from regular duties if the grievance hearing is scheduled during the workday.</p>

~~and shall suffer no loss of pay or other benefits if, and only if, they receive prior approval from their immediate supervisor. To minimize disruption in the workplace, supervisors shall work with the hearing officer, the employee, and the administration, as necessary, to schedule the grievance during non-instructional time or when the employee has finished his or her workday and effectively manage release time for other employee participants in the conference.~~

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

**Statement of  
Particulars**

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

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

**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.~~

~~The procedure for processing a grievance is as follows:~~

**Processing a  
Grievance**

~~At the time the employee files his or her complaint/grievance, the employee shall have an informal mediation conference with the immediate supervisor prior to entering the formal complaint process. The immediate supervisor shall schedule and conduct an informal mediation conference within ten days of receipt of the complaint or at a time mutually agreeable to the parties. At the informal conference, the following shall be discussed: (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) and the immediate supervisor 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 and proceed to Level One in accordance with this policy~~ If the employee does not have copies of these documents, copies may be presented at the Level One hearing. After the Level One hearing, the employee may supplement the record with additional documents or include additional claims.

Record	A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.
Remand	A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.  If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.
<b>Assignment of Hearing Officer</b>	When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.
<b>Investigation</b>	The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.
<b>Audio <del>Video</del> Recording</b>	As provided by law, an employee shall be permitted to make an audio recording of a <del>conference or</del> 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.  <del>The employee, representative, if designated, and the hearing officer shall be prohibited from video recording the hearing. If the employee or his or her representative insist on video recording the hearing, the hearing officer may terminate the hearing at his or her discretion.</del>
<b>Mutual Agreement of the Parties</b>	<del>The parties involved may mutually consent to modify the procedure as necessary to accomplish the goal of resolving the dispute in the most efficient and expeditious manner possible.</del>

**Withdrawal**

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

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

**Formal Process**

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

**Written Submissions**

Any written objections, motions, briefs, or exhibits to be considered as part of the grievant's complaint must be submitted by the grievant or grievant's representative to the Level One or Level Two hearing officer at least five days prior to the Level One or Level Two presentation, respectively. At Level Three, the grievant or grievant's representative must submit said documents to the Superintendent or designee at least five days prior to the Level Three presentation. The Superintendent or designee shall submit the documents to the Board President prior to the Level Three presentation.

Written objections, motions, briefs, or exhibits submitted by the grievant or grievant's representative during any Level One, Level Two, or Level Three presentation shall not be heard by the hearing officer or Board, as applicable, but shall become a part of the presentation record and shall be submitted during the grievant's allotted presentation time as determined by the hearing officer or Board's presiding officer.

**Oral Argument**

At any level of the formal grievance process, any oral motions or objections raised by the grievant or grievant's representative shall

~~be considered during the grievant's allotted presentation time as determined by the hearing officer or the Board's presiding officer, as applicable.~~

**Level One**

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

~~A Level One conference shall be conducted within ten days of notice by the employee requesting to enter the Level One complaint process when resolution was not reached through the mediation 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.~~

~~Absent extenuating circumstances, 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, which may include but are not limited to written statements, documents from the employee's personnel file, prior disciplinary memos, education records, and the like, or information the administrator believes will help resolve the complaint. The only remedies ruled upon shall be those listed on the initial complaint; remedies requested in an oral manner at any hearing level shall not be considered.~~

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

**Level Two  
Complaint Levels**

**Level One**

At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the

hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer 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~~decision has expired, the employee may request a ~~conference with the Superintendent or designee~~hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~seven~~20 calendar days of the date of the ~~written~~ Level One ~~response~~decision or, if no ~~response was received~~, ~~within seven~~decision has been communicated to the employee, within 20 calendar 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~~decision deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~Any other documents submitted by the employee at Level One.
3. ~~If~~ the complaint is against a District employee, the written response of the District employee, if any.
- 3.4. The decision issued at Level One and any attachments.
- 4.5. All other documents relied upon by the Level One ~~administrator~~ hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference within ten~~hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be limited to the issues and remedies considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision~~hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~hearing officer shall provide the employee a ~~written response~~decision within ~~14~~20 calendar days following the conference. ~~The written response shall set forth the basis of the decision~~hearing. In reaching a decision, the ~~Superin-~~

~~tendent or designee~~ hearing officer may consider the Level One record, any additional information provided ~~at~~ prior to the Level Two ~~conference~~ hearing, and any other relevant documents or information the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.

~~Audio recordings~~ Recordings of the Level One and Level Two ~~conferences~~ hearings, 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~~ decision 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~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received~~, ~~within seven~~ decision has been communicated to the employee, ~~within 20 calendar~~ days of the Level Two ~~response~~ decision deadline. ~~The employee may not appeal any part of a complaint of which said remedy has been granted at a prior level~~

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent ~~or designee~~ shall inform the employee whether the Board or a Board committee will hear the appeal and of the date, time, and place of the ~~Board~~ meeting at which the complaint will be on the agenda for presentation to the Board. ~~No member of the~~ ~~or~~ Board ~~shall conduct any ex parte communications regarding the case. The employee (or employee's representative) shall not communicate with any Board member regarding any issue pertaining to the outstanding grievance. Board members shall not take part in any deliberations or decision making without having first heard all the evidence~~ committee.

At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

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

~~The Level Two record shall be provided to the grievant and the Board no later than three days before the hearing, and~~ The employee may request a copy of the Level Two record.

The Level Two record shall include:

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

~~The appeal shall be limited to the remedies, issues, and documents considered at Level Two. The Board shall consider only those issues, remedies, and documents presented at the preceding levels and identified in the appeal notice, as well as the separate record of the Level Three presentation.~~ employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

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

~~The Board~~ and provide rebuttal and an opportunity for questioning by Board members.

In addition to any other record of the meeting required by law, the Board or Board committee 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 any questions from ~~the Board~~ members with any responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

~~sponse by the Board upholds the administrative decision at Level Two.~~

~~The District shall determine whether the complaint will be discussed in an open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~ or Board committee shall then consider the complaint. It shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.