



# Brownsville Independent School District



## 2020 TASB POLICY REVIEW

### HISTORY

### REVIEW & IMPLEMENTATION

### SUMMARY

	SESSION DATE	SECTION REVIEWED	COMMITTEE MEETING DATE	BOARD ADOPTION DATE
1	JUNE 17, 2020	E	9/10/2020	9/10/2020
2	JUNE 18, 2020	G	9/10/2020	9/20/2020
3	JUNE 25, 2020	F	9/20/2020	9/20/2020
4	SEPTEMBER 17, 2020	A&B	9/10/20, 9/24/20	10/6/2020
5	SEPTEMBER 24, 2020	C	12/2020	12/20/2020
6	SEPTEMBER 24, 2020 OCTOBER 5, 2020	D	2/22/2021 3/31/2021	PENDING

THE DISTRICT'S MANUAL IS ORGANIZED INTO **SEVEN SECTIONS**, EACH DEVOTED TO A SEPARATE AREA OF DISTRICT GOVERNANCE:

SECTION	AREA
A	BASIC DISTRICT FOUNDATIONS
B	LOCAL GOVERNANCE
C	BUSINESS AND SUPPORT SERVICES
D	PERSONNEL
E	INSTRUCTION
F	STUDENTS
G	COMMUNITY AND GOVERNMENTAL RELATIONS



## BROWNSVILLE ISD

### POLICY REVIEW SESSION — SEPTEMBER 24 AND OCTOBER 5, 2020

#### SECTION D

### SUMMARY OF RECOMMENDATIONS

Date sent to district: February 8, 2021

Consultant: Carolyn Austin

I have prepared this summary to detail the recommendations for changes that were discussed by the staff and/or the board during the recent review of the district's localized policy manual. Copies of all proposed changes are enclosed.

As we discussed during the review session, once the district notifies me of its decisions regarding the proposed changes—by checking the appropriate blanks in the DISTRICT'S RESPONSE column, attaching any relevant material, and returning this document—I will make the appropriate changes to our files. This will ensure that our records and the district's hard-copy manuals are in agreement.

This summary and the accompanying packet of proposed revisions have been divided into two sections:

- Proposed revisions to (LOCAL) policies, requiring board approval
- Revisions to administrative regulations and exhibits that have already been approved by district administrators and are included for the board's information and review

As always, please call me at (800) 580-7529 if you have any questions.

**Policy Section D Composition  
Policy Review Section D Participants**

	TITLE	PARTICIPANTS
1	Deputy Supt.	Dr. Anysia Trevino
2	Asst. Supt. Title IX, 504	Carmelita Rodriguez
3	Human Resources	Maricela Franco
4	Elementary Principal	Yolanda Turbeville
5	MS Principal	Beatriz Hernandez
6	HS Principal	Aimee Garza
7	Human Resources	Maricela Z. Puente
8	Policy & Records Management	Martin C. Arambula
9	Staff Attorney	Miguel Salinas

**Policy Section D Meeting Dates: September 24, 2020 and October 5, 2020 via TEAMS**

<b>(LOCAL) POLICY CODE</b>	<b>RECOMMENDATION</b>	<b>ACTION</b>
<b>DAA(LOCAL)</b>	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> <li>Align the list of protected categories in this policy with recent updates to law; and</li> <li>Remove provisions that no longer align with district practices.</li> </ul>	<b>REVISE</b> per enclosed policy
<b>DB(LOCAL)</b>	<p>Deletion of the enclosed policy is recommended because:</p> <ul style="list-style-type: none"> <li>Employee uniform requirements would be more appropriately addressed in administrative regulations such as the employee handbook; and</li> <li>The superintendent's residency requirement would be more appropriately addressed in the position's job description and contract.</li> </ul>	<b>DELETE</b> enclosed policy
<b>DBA(LOCAL)</b>	<p>The enclosed revision is recommended to delete unnecessary provisions regarding IRS form 1095-C. The paragraph above explains that an employee's social security number shall only be used for tax purposes, and the 1095-C falls under that umbrella.</p>	<b>REVISE</b> per enclosed policy
<b>DBB(LOCAL)</b>	<p>The enclosed revision is recommended to remove reference to an employee's obligation to follow school guidelines regarding communicable diseases because an employee's obligation to follow all district policies and administrative guidelines and procedures is already and more appropriately addressed at DH(LOCAL).</p>	<b>REVISE</b> per enclosed policy
<b>DBD(LOCAL)</b>	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> <li>Delete a redundant statement prohibiting conflict of interest;</li> <li>Require employees to report any potential conflict of interest and any tutoring of district students for pay to their immediate supervisor rather than the superintendent; and</li> <li>Remove the standards and conditions to be considered by supervisors or professional employees, as these may be more restrictive than required by law.</li> </ul>	<b>REVISE</b> per enclosed policy

<b>(LOCAL) POLICY CODE</b>	<b>RECOMMENDATION</b>	<b>ACTION</b>
<b>DC(LOCAL)</b>	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> <li>• Remove provisions regarding listing positions in the compensation plan, since this is already required at DEA(LOCAL);</li> <li>• Simplify the language at Posting Vacancies and remove redundancies with law and (LEGAL) policy;</li> <li>• Remove provisions regarding lateral transfers as such reassignments are already addressed at DK;</li> <li>• Simplify the language at Applications by removing details regarding implementation;</li> <li>• Also at Applications, remove the preference for veterans in hiring;</li> <li>• Remove the equal employment opportunity statement, as this topic is already addressed at DAA and DIA and is prominently displayed in all district hiring materials;</li> <li>• Remove provisions regarding interviews, employment requirements, and polygraph tests, as these topics would be more appropriately addressed in administrative regulations;</li> <li>• Update language at Selection and Employment to reflect the district's recently revised pay scales; and</li> <li>• Delete provisions regarding resignation or retirement in lieu of termination and reappointment, so the district may make decisions about rehiring based on an individual applicant's qualifications.</li> </ul>	<b>REVISE</b> per enclosed policy
<b>DCB(LOCAL)</b>	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> <li>• List the positions which receive educator term contracts although neither the State Board of Educator Certification (SBEC) nor the district require SBEC certification for the position;</li> <li>• Delete the definition of teacher, as this term is already defined in law; and</li> <li>• Delete provisions regarding employees in positions prior to 1996, as these provisions are no longer necessary.</li> </ul>	<b>REVISE</b> per enclosed policy

<b>(LOCAL) POLICY CODE</b>	<b>RECOMMENDATION</b>	<b>ACTION</b>
<b>DCD(LOCAL)</b>	<p>The enclosed policy includes recommended revisions discussed at the district's policy review and revisions recommended to all districts in Update 116:</p> <ul style="list-style-type: none"> <li>Your policy consultant and administrative team recommend deletion of the district's progressive discipline provisions from this policy, as these provisions are already addressed in the employee handbook. Inclusion in board policy may give the impression that an at-will employee cannot be terminated for a single violation.</li> <li>Update 116 recommends that all districts clarify that an at-will employee's appeal of dismissal would follow the district's employee grievance policy and not begin with the board.</li> </ul>	<b>REVISE</b> per enclosed policy
<b>DCE(LOCAL)</b>	<p>Update 116 recommends that all districts clarify that an appeal by an employee whose non-Chapter 21 contract is not reissued at the end of the contract period would follow the district's employee grievance policy and not begin with the board.</p>	<b>REVISE</b> per enclosed policy

(LOCAL) POLICY CODE	RECOMMENDATION	ACTION
DEA(LOCAL)	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> <li>• Delete the objectives governing the compensation plan, as these provisions from 1988 would be more appropriately addressed in administrative regulations;</li> <li>• Delete the statement regarding copies of the compensation plan in the superintendent's office, as the plan is now available on the district's website;</li> <li>• Delete provisions regarding part-time pay, as part-time positions are already addressed in the compensation plan;</li> <li>• Delete provisions regarding the district's pay schedule, as these provisions are more appropriate for administrative regulations and are available on the district's website;</li> <li>• Revise Pay During Closing so that the board may authorize pay during a closing that was not declared by a federal, state, or local official or the BISD board – for example, if the superintendent exercises the authority to close a campus because of a localized emergency, such as a broken water main, as allowed at EB(LOCAL);</li> <li>• Revise Premium Pay During Disasters to TASB's recommended language, which districts have successfully submitted to FEMA in a reimbursement request for premium pay; and</li> <li>• Delete Teacher Pay for Supplemental Cost of Instruction, as this is a stipend rather than a salary increase and should be addressed in the superintendent's stipend pay schedule as part of the annual compensation plan [see DEAA]. Please note the legal requirements for midyear changes to the compensation plan at DEA(LEGAL).</li> </ul>	<p><b>REVISE</b> per enclosed policy</p>

<b>(LOCAL) POLICY CODE</b>	<b>RECOMMENDATION</b>	<b>ACTION</b>
<b>DEC(LOCAL)</b>	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> <li>• Revise your definition of catastrophic injury to meet IRS requirements;</li> <li>• Revise provisions regarding local leave to avoid redundancy;</li> <li>• Clarify availability of employee transfer of local leave for an employee who also belongs to the sick leave bank;</li> <li>• Delete the prohibition of any part-time outside work for an employee on FMLA leave, as law only prohibits part-time work that constitutes a conflict of interest with the employee's position [see DECA and DBD];</li> <li>• Delete the statement regarding the district's ability to designate the use of temporary disability leave if an employee cannot do so, as this power is already given to the district by law and does not need to be repeated in (LOCAL) policy; and</li> <li>• Revise Reimbursement of Leave Upon Separation to Reimbursement for Leave Upon Retirement, since the district already required retirement as a qualifying condition for eligibility.</li> </ul>	<b>REVISE</b> per enclosed policy
<b>DFBB(LOCAL)</b>	<p>The enclosed revisions are recommended to reflect that the board or the board's attorney shall always conduct a nonrenewal hearing unless an employee specifically requests an independent examiner.</p>	<b>REVISE</b> per enclosed policy
<b>DG(LOCAL)</b>	<p>Deletion of the enclosed policy is recommended because its provisions are already and more appropriately addressed in the following policies:</p> <ul style="list-style-type: none"> <li>• DH(LEGAL) addresses teachers' planning periods and duty-free lunches; and</li> <li>• GKC(LOCAL) addresses solicitation more generally under restrictions on visitors to campus.</li> </ul>	<b>DELETE</b> enclosed policy

<b>(LOCAL) POLICY CODE</b>	<b>RECOMMENDATION</b>	<b>ACTION</b>
<b>DGBA(LOCAL)</b>	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> <li>• Delete provisions regarding the board’s delegation to the superintendent to abate a grievance to allow for further investigation, because the district may always investigate a grievance;</li> <li>• Revise the definition of “days” so it is consistent with recently adopted revisions to this definition in FNG (dealing with student and parent grievances) and GF (dealing with community grievances);</li> <li>• Clarify provisions at Untimely Filings;</li> <li>• Express provisions at Introduction of Evidence more clearly and succinctly; and</li> <li>• Allow the district (which could include the board, board’s attorney, or superintendent) to determine whether a complaint will be presented in open or closed meeting.</li> </ul>	<b>REVISE</b> per enclosed policy



<b>(LOCAL) POLICY CODE</b>	<b>RECOMMENDATION</b>	<b>ACTION</b>
<b>DH(LOCAL)</b>	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> <li>• Delete the first paragraph of the policy because it is largely repeated in the third paragraph of the policy;</li> <li>• Delete provisions regarding personal telecommunications devices, as the topic is already (and more appropriately) addressed in administrative regulations;</li> <li>• Simplify provisions regarding notice of this policy to employees so as to avoid conflict with provisions at DHE(LOCAL) regarding employees who test positive for drugs or alcohol;</li> <li>• Delete provisions regarding unauthorized persons on district campuses, as these provisions are already (and more appropriately) addressed at GKC;</li> <li>• Delete provisions regarding money lending and annual criminal background checks for employees who do not have electronic fingerprints on file with DPS, as these provisions no longer reflect district practice;</li> <li>• Delete provisions regarding reassignment and determination upon final disposition, as these provisions are already addressed at DK and DF; and</li> <li>• Simplify provisions regarding dress and grooming, allowing any additional standards to be set by the employee's supervisor with superintendent approval.</li> </ul>	<b>REVISE</b> per enclosed policy
<b>DHE(LOCAL)</b>	<p>The enclosed revisions are recommended because the district requires its drivers of commercial motor vehicles, including bus drivers, to meet Department of Transportation standards for drug and alcohol testing and does not impose more stringent local standards.</p>	<b>REVISE</b> per enclosed policy
<b>DMA(LOCAL)</b>	<p>The enclosed revision is recommended to allow the superintendent to determine appropriate staff development in addition to the staff development required by law.</p>	<b>REVISE</b> per enclosed policy

<b>(LOCAL) POLICY CODE</b>	<b>RECOMMENDATION</b>	<b>ACTION</b>
<b>DN(LOCAL)</b>	The enclosed revision is recommended because no policy statement is needed for the board to request a report from the superintendent on any topic.	<b>REVISE</b> per enclosed policy
<b>DNA(LOCAL)</b>	The enclosed revisions are recommended to remove from policy provisions that were required for PDAS or the transition from PDAS to T-TESS but are no longer necessary.	<b>REVISE</b> per enclosed policy
<b>DNB(LOCAL)</b>	The enclosed revisions are recommended to: <ul style="list-style-type: none"> <li>• Delete unnecessary provisions regarding the use of appraisals in employment decisions, which is a given; and</li> <li>• Delete the philosophical explanation of the value of T-PESS, as this does not impact implementation.</li> </ul>	<b>REVISE</b> per enclosed policy
<b>DP(LOCAL)</b>	The enclosed policy is recommended for inclusion in your manual to articulate principal qualifications in addition to the minimal SBEC certification requirement. More specific qualifications may be addressed in the principal job description.	<b>ADD</b> enclosed policy

EXHIBIT OR REGULATION CODE	RECOMMENDATION
<b>DC(EXHIBIT)</b>	The enclosed administrative exhibit will be deleted at the administration's request because it is an internal human resources document that does not need to be included in the policy manual.
<b>DCB (REGULATION)</b>	The enclosed administrative regulation will be deleted at the administration's request because it is no longer accurate and does not need to be included in the policy manual.
<b>DEA (REGULATION)</b>	The enclosed administrative regulation, last updated in 2004, will be deleted at the administration's request because it is no longer accurate and does not need to be included in the policy manual.
<b>DFBB (EXHIBIT)</b>	<p>The enclosed exhibit has been revised at the administration's request to:</p> <ul style="list-style-type: none"> <li>• Reflect changes to DFBB(LOCAL); and</li> <li>• Meet Americans with Disabilities Act (ADA) accessibility requirements.</li> </ul>
<b>DGBA(EXHIBIT)</b>	The enclosed administrative exhibit was revised at the administration's request to meet ADA accessibility standards.
<b>DIA(EXHIBIT)</b>	<p>The enclosed administrative exhibit was revised at the administration's request to:</p> <ul style="list-style-type: none"> <li>• Update contact information for the employee ADA/Section 504 coordinator; and</li> <li>• Direct readers to the appropriate policies and exhibits regarding complaints and grievances, including Title IX complaints.</li> </ul>
<b>DK (REGULATION)</b>	The enclosed regulation is recommended for deletion from your manual as its provisions, last updated in 2006, are no longer accurate.

### PROPOSED REVISIONS

#### Affirmative Action Program

As a means to achieve its nondiscrimination goals, the District shall take affirmative action to:

1. Recruit, hire, and promote all job classifications without regard to race, color, religion, **sex**, gender, age, ~~or~~ national origin, **disability, or any other basis defined in law**, except where gender is a bona fide occupational qualification;
2. Base decisions on employment so as to further the principle of equal employment opportunities;
3. Ensure that promotion decisions are in accordance with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities;
4. Ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, and training are administered without regard to race, color, religion, **sex**, gender, age, ~~or~~ national origin, **disability, or any other basis defined in law**, except where gender is a bona fide occupational requirement;
5. Ensure that all facilities of the District are available to employees on a nondiscriminatory basis, and that all social and recreational programs sponsored for employees be open to participation without regard to race, color, religion, **sex**, gender, age, ~~or~~ national origin, **disability, or any other basis defined in law.**; ~~and~~
- ~~6. Ensure that in addition to the statements outlined in the previous paragraphs, applicants with disabilities and employees with disabilities be afforded every opportunity for employment or promotion based upon their job-related abilities and skills.~~

Affirmative action demands a conscious, deliberate, and total commitment on the part of the school administration, employees, and the community at large to succeed.

The successful achievement of a nondiscriminatory employment program requires cooperation among employees. In fulfilling its part in this cooperative effort, the administrative staff is obliged to lead the way by establishing and implementing affirmative action procedures that will achieve the objective of equitable employment for all.

#### Affirmative Action Coordinator

The assistant superintendent of human resources ~~or designee~~ shall be responsible for the District's affirmative action program. In

EMPLOYMENT OBJECTIVES  
EQUAL EMPLOYMENT OPPORTUNITY

DAA  
(LOCAL)

this respect, duties might include, but are not restricted to the following:

1. Establish a recruitment program, conduct recruitment in minority colleges and communities and among women, and develop regular communications with these groups concerning employment opportunity and promotion.
2. Analyze all aspects of the recruitment and selection process to ensure that artificial barriers to hiring or promoting women or minority applicants are eliminated.
3. Develop and coordinate with other administrators, principals, and department heads a program for transfer as a means of upward mobility for all employees, including women and minorities, and thereby reduce the concentration of minorities in certain schools and departments.
4. Establish a Districtwide employee training program to maximize the upward mobility potential of minorities and women as well as other employees.
5. Analyze and remove artificial barriers in job descriptions that may tend to discriminate against women or minorities, and actively recruit women to apply for classifications that have been traditionally occupied by men, except where gender is a bona fide occupational requirement.
6. Maintain statistical data reflecting the utilization of personnel by department, classification, gender, and so forth, to develop policies and programs to overcome inequities.
7. Develop a dissemination procedure to keep all administrators and employees aware of the provisions of the affirmative action program.

**Monitoring  
Instruments**

~~In order to monitor the effectiveness of the affirmative action program, the annual EEO-5 Report shall be reviewed. Inequities and underutilization of women and minority employees shall be reported to administrators and concerned departments for corrective action.~~

**Dissemination of  
Policy**

In order to communicate the provisions of this plan to employees and the community, ~~the following shall be implemented:~~

- ~~1. Administrators and department heads shall post this document on a bulletin board and ensure that employees are aware that additional material is available on the District's Web site, including Policy On Line.~~

~~2. — Dissemination of this policy shall be verified in accordance with administrative procedures.~~

3. Every advertisement of a vacant position placed by the District shall include the statement, "BSD does not discriminate on the basis of race, color, religion, sex, gender, national origin, gender, religion, age, or disability, or any other basis defined in law in employment or provisions of services, programs, or activities."

~~4. — The human resources department shall continue to inform all recruiting sources verbally and in writing of District policy, stipulating that these sources actively recruit and refer minorities and women for all positions listed. This notification shall be given annually.~~

~~— Goals~~

~~Following the review of each annual EEO-5 Report, a set of goals shall be established to correct inequities and underutilization of women and minorities. A copy of each document outlining these goals shall become an annex to this policy. When warranted, goals may be revised as inequities or underutilization become known.~~

### DELETE POLICY

**Uniforms**

All manual trade employees of the District shall wear an appropriate uniform approved by the District as a condition of employment.

**Superintendent  
Residency  
Requirement**

The District shall require the Superintendent to establish and maintain a residence within Cameron County.

Condition of  
Employment

Employment shall be conditioned upon establishing and maintaining residency within Cameron County. The contractual agreement between the Superintendent and the District shall reflect the residency requirement. Breach of contract by failure to establish and maintain a residence within Cameron County may be reason for contract termination or nonrenewal.

An employee hired for or promoted to the Superintendent position shall be allowed 365 calendar days from the date on which the employee's contract begins to establish residency within Cameron County.

### PROPOSED REVISIONS

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

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

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

**Social Security Number** The District shall not use an employee's social security number (~~SSN~~) as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's ~~SSN~~ **social security number** confidential.

~~Exception~~ ~~Federal law requires the collection of a SSN when it is involved in a transaction in which the Internal Revenue Service requires notification. The Affordable Care Act includes both the individual mandate and the employer mandate. Form 1095-C, to be filled out by the employee, contains important information about the health care coverage offered or provided to employees by the employer. The properly completed form 1095-C shall state the following:~~

- ~~• Employee details (name, SSN, address);~~
- ~~• Employer details (name, address, EIN);~~
- ~~• Insurance coverage details; and~~
- ~~• Covered individuals (employee's covered family members).~~



### PROPOSED REVISIONS

#### **Examinations During Employment**

The Superintendent or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:

1. Interferes with the employee's ability to perform essential job functions; or
2. Poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat.

The District may designate the physician to perform the examination. If the District designates the physician, the District shall pay the cost of the examination. The District may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

Based on the results of the examination, the Superintendent or designee shall determine whether the employee has an impairment. If so, the Superintendent or designee shall determine whether the impairment interferes with the employee's ability to perform essential job functions or poses a direct threat. If not, the employee shall be returned to his or her job position.

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the Superintendent or designee shall determine whether the employee has a disability and, if so, whether the disability requires reasonable accommodation, including the use of available leave. The granting of additional unpaid leave may be a reasonable accommodation in some circumstances. If the employee does not have a disability, the Superintendent or designee shall evaluate the employee's eligibility for leave. [See DEC(LOCAL)]

[See DAA for information on disabilities and reasonable accommodation]

#### **Placement on Temporary Disability**

At Employee's  
Request

The Superintendent or designee shall have authority to place an eligible employee on temporary disability leave at the employee's request, as appropriate, when the employee's condition interferes with the performance of regular duties.

By Board Authority

Based on the Superintendent's recommendation that an eligible employee be involuntarily placed on temporary disability leave, the Board shall place an employee on temporary disability leave if the Board determines, in consultation with the physician who

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB  
(LOCAL)

performed the medical examination, that the employee's condition interferes with the performance of regular duties. [For employees who are eligible for temporary disability leave, see DEC(LOCAL)]

In accordance with DGBA, an employee may file a complaint disputing placement on temporary disability leave. As part of the complaint process, the employee may present testimony or other relevant information to the Board regarding the employee's fitness to perform regular duties.

**Other Requirements**

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees. Food service workers shall comply with health requirements established by ~~school~~, city, county, and state health authorities. Bus drivers shall comply with legal requirements. [See DBA]

### PROPOSED REVISIONS

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**Note:** For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

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**Disclosure—General Standard**

~~All employees shall avoid any conflict between their personal interests and the interest of the District in dealing with students, parents, vendors, customers, and all other organizations or individuals doing or seeking to do business with the District.~~

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.

**Specific Disclosures**  
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 has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

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]

**Gifts**

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]

**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.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(LOCAL)

**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 ~~the Superintendent~~his or ~~designee~~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.

~~The following standards and conditions shall be considered by supervisors or professional employees.~~

~~Additional or supplementary part time employment accepted by a professional employee shall not interfere in any way with the complete and efficient performance of school duties and obligations.~~

~~An employee shall not engage in any nonschool employment or any private business during duty hours or the hours otherwise necessary to fulfill assigned duties.~~

~~In addition, an employee shall not engage in nonschool employment that:~~

- ~~1. Requires time or energy that interferes with the employee's effectiveness in performance of regularly assigned duties;~~
- ~~2. Adversely affects his or her employment status or professional standing; or~~
- ~~3. Is a conflict of interest with assigned duties.~~

~~An employee who is employed outside the District, including self-employment, may sell personal goods or services to other District employees; however, the District employee receiving the personal goods or services must not be someone to whom the employee supervises or reports to, including supervisors within the departmental chain of command. In addition, the employee who sells goods or services may not use District time or equipment for the outside employment.~~

**Private Tutoring**

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

### PROPOSED REVISIONS

<b>Personnel Duties</b>	<p>The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.</p> <p><del>All positions shall be listed in the annual District compensation plan. All employees shall have an approved job description at the time of employment and/or assignment.</del></p>
<b>Prior to Posting</b>	<p><del>Any position not listed in the approved compensation plan shall be presented to the Board for approval prior to posting.</del></p>
<b>Posting Vacancies</b>	<p>The Superintendent or designee shall <del>advertise</del><b>establish guidelines for advertising</b> employment opportunities and <del>post</del><b>posting</b> notices of vacancies <del>in accordance with established procedures and Equal Employment Opportunity Commission (EEOC) requirements. The</del> <b>These</b> guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. <b>Current District employees may apply for any vacancy for which they have appropriate qualifications.</b></p> <p><del>Current District employees may apply for any vacancy for which they have the appropriate qualifications. All advertised positions shall be posted on the District's website for no fewer than ten school days.</del></p> <p><del>All positions on the administrative and professional salary schedule shall be advertised within the District and may be advertised outside the District unless otherwise directed by the Board.</del></p>
<b>Lateral Transfers</b>	<p><del>Advertising of vacancies shall not be required for positions involved in lateral reassignments provided that:</del></p> <ol style="list-style-type: none"><li><del>1. The person has the proper certification for the position; and</del></li><li><del>2. The jobs are in the same pay grade.</del></li></ol>
<b>Applications</b>	<p>All applicants <del>for employment must</del><b>shall</b> complete an <del>online</del><b>the</b> application furnished through the District's website. The application shall be designed to elicit all pertinent information about <del>the</del><b>form supplied by</b> the applicant. <del>When applicants are equally qualified for a position, veterans retiring and/or exiting from military service who are honorably discharged</del><b>District. Information on applications shall be</b> <del>extended</del><b>confirmed before a contract is offered for a contractual position and before</b> hiring preference. <del>The following information should be included:</del></p>

- ~~1. A complete statement of all employment during the preceding five years, including specific dates for each or as soon as possible thereafter for a noncontractual position;~~
- ~~2. Sufficient references to provide a clear assessment of the professional and personal qualifications of the applicant; and~~
- ~~3. Whether the employee has ever been convicted of or pled guilty or no contest (nolo contendere) to, or received probation, suspension, or deferred adjudication for a felony.~~

~~It shall be the responsibility of the applicant to furnish accurate information, and any falsification of either information or credentials shall be cause for dismissal or refusal to employ.~~

~~[For information related to the evaluation of criminal history records, see DBAA.]~~

**Equal Employment Opportunity Policy**

~~Race, creed, color, age, religion, marital status, national origin, sex, or physical disability, except in situations where such disability will constitute an employment liability, shall not be considered in judging eligibility. [See DIA]~~

**Interview**

~~Only selected applicants shall be granted interviews. An interview shall be a prerequisite for employment and may be conducted in person, by video tape, by computer interaction, or by telephone.~~

**Employment Requirements**

~~All employees shall meet the requirements specified by the District for the positions for which they are hired.~~

**Polygraph Tests**

~~Applicants for certain positions may be requested to take a polygraph examination after a tentative offer of employment is made by the District.~~

**Selection and Employment**

Contractual

The Board delegates to the Superintendent final authority to hire staff on the teacher pay scale, all contractual personnel from pay grade **below Level 23 and below on the administrator business management pay plan**, and all noncontractual personnel.

The Superintendent shall have the sole authority to make recommendations to the Board regarding the selection of contractual personnel from pay grade Level **24 and above on the administrator educator plan**. The Board retains final authority for employment of contractual personnel for pay grade Level **24 and above on the administrator business management pay plan and Level 3 and above on the administrator educator plan**.

Noncontractual

The Board retains final authority for employment and dismissal, based on the Superintendent's recommendations, of noncontractual personnel whose positions are on the special assignment/administrative salary schedule.

The Board shall delegate to the Superintendent final authority to employ and dismiss all other noncontractual employees on an at-will basis. In cases of dismissal, the Superintendent shall receive written recommendations from the appropriate personnel in the District's organizational chart. An individual, including the Superintendent, who is recommending dismissal of a noncontractual, at-will employee shall adhere to all administrative procedures and guidelines. [See DCD]

**Employment Assistance Prohibited**

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee 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 CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

**Resignation or Retirement in Lieu of Termination**

~~An employee who retired or resigned in order to avoid termination shall not be eligible for reemployment with the District.~~

**Reappointment**

~~Reappointment shall mean the rehiring of a District employee, who, following the initial appointment experienced a break in service resulting from resignation, termination, or expiration of term. A leave of absence of any type shall not be considered a break in service. An employee who has been terminated under this provision must have used his or her entitlement to due process.~~

**Eligibility for Reappointment**

~~At the discretion of the Superintendent or designee, a terminated employee who is eligible after three years for rehire and who wishes to be considered for reemployment with the District will be eligible for rehire if he or she submits an application and is recommended for employment for which he or she is qualified.~~

### PROPOSED REVISIONS

#### Contracts Required by Law

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to:

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

#### No Certification Required

**Educator term contracts shall also be provided for the following positions for which neither SBEC nor the District requires current SBEC certification: speech language pathologist, occupational therapist, physical therapist.**

~~The term "teachers" for purposes of contracts does not include substitutes, part time or temporary teachers, or teachers on District permits, all of whom shall be noncontractual personnel.~~

~~In addition, positions held on July 1, 1996, by employees who were then employed by the District under an existing term contract shall be treated as contractual positions for as long as that employee remains in that position. Applications for and acceptance of a transfer, promotion, or reassignment to a noncontractual position shall constitute surrender of the employee's contract.~~

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



Personnel not hired under a contract shall be employed on an at-will basis.

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

### **Appeal to Board**

#### **Purpose**

~~In the exercise of the progressive discipline process, the District's values of honesty, ethical behavior, and mutual respect should guide the content, presentation, and handling of all disciplinary situations and actions. Through a careful review process, the Superintendent intends to maintain objectivity, fairness, and consistency in the District's progressive discipline process.~~

~~Poor job performance, unacceptable or unprofessional behavior, policy violations, negative attendance trends, illegal or unethical actions, and/or misconduct shall be considered as a few examples, but shall not be interpreted as an all-inclusive list, of actions that may result in disciplinary action up to and including termination.~~

~~Various types of disciplinary actions may be taken in order to help an employee assume responsibility and modify and correct unacceptable performance behavior or actions. The alternatives available ranging from counseling to termination of employment shall be dependent on the severity or recurring nature of the violation or behavior. Misconduct deemed sufficiently serious, including criminal and gross or ethical misconduct, may result in an employee's immediate termination of employment.~~

~~The District reserves the right to move to a higher level of the progressive discipline process, suspend an employee without pay, or to demote an employee to a lower pay grade until sustained satisfactory performance or satisfactory behavior is achieved.~~

~~The employee shall always be asked to sign the warning documents to demonstrate that he or she had a discussion with the employee's supervisor. A signature is not intended to imply or indicate agreement of the issues noted. An employee may submit within ten business days of the applicable step meeting a rebuttal statement to his or her supervisor to explain the employee's point of view.~~

#### **Process**

~~No prior disciplinary action shall be a prerequisite for another disciplinary action, including termination of employment. The progressive discipline process shall be used according to the following step processes when appropriate in the judgment of the assistant superintendent for human resources or designee except in certain cases, for example in cases of criminal gross or ethical misconduct.~~

~~Step One  
Counseling and  
Verbal Warning~~

~~This step shall create an opportunity for the immediate supervisor to schedule a meeting with the employee to bring attention to the existing unacceptable performance conduct or behavior issue. The supervisor should discuss with the employee the nature of the problem and clearly describe expectations and required steps the employee must take to improve upon the problem and sustain the improvements. Within ten District business days of this meeting, the supervisor shall prepare written documentation of the Step One meeting.~~

~~Step Two Written  
Warning~~

~~Although the District hopes that the employee will promptly correct issues noted in the Step One meeting, the District recognizes that this may not always occur. The Step Two written warning involves more formal documentation of the unacceptable actions or behavior. A warning outlining additional disciplinary actions the employee may be subject to, up to and including termination, should be included in the written warning document.~~

~~During the Step Two meeting, the immediate supervisor shall meet with the employee to review any additional incidents or information as well as prior relevant corrective action plans. The supervisor shall be encouraged to coordinate in advance with the human resources director about the situation and next steps. Management shall outline the consequences for the employee of his or her continued failure to meet performance or behavior expectations. Within ten District business days of this meeting the supervisor shall prepare written documentation of the Step Two meeting.~~

~~A growth plan may be issued that lists the required immediate and sustained corrective actions. If issued, a plan shall be issued within ten District business days of the Step Two meeting.~~

~~Step Three Final  
Written Warning~~

~~If performance or behavior does not improve on a sustained basis, the immediate supervisor shall conduct a Step Three meeting with the employee and the human resources director. The employee shall be issued his or her final written warning during this meeting. The documentation shall include copies of previous warnings, indicate specific areas in which the employee must improve, and specify the time period in which the employee must take the necessary and sustained improvements.~~

~~Step Four  
Recommendation  
for Termination of  
Employment~~

~~The last and most serious step in the progressive discipline process is a recommendation for termination of employment. When making a recommendation for termination of employment, the supervisor shall be responsible for providing the human resources department copies of supporting documentation pertaining to all actions taken to date to correct or modify the employee's actions, performance, or behavior. Recommendations for termination of~~

EMPLOYMENT PRACTICES  
AT-WILL EMPLOYMENT

DCD  
(LOCAL)

~~employment shall be reviewed and approved by the office of human resources, legal counsel, and the Superintendent prior to termination.~~

~~The termination meeting shall include informing the employee of his or her appeal rights and procedures.~~

~~Severe or  
Dangerous Actions~~

~~There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be temporary removal of the employee from the workplace so that an investigation may be conducted. When immediate action is necessary to ensure the safety of the employee or others, the supervisor shall immediately contact the human resources director or assistant superintendent for human resources.~~

**Dismissal**

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

Appeal of  
Employment  
Actions ~~to Board~~

A dismissed employee may ~~request to be heard by the~~ appeal ~~Board~~ in accordance with DGBA(LOCAL).

Brownsville ISD  
031901

EMPLOYMENT PRACTICES  
OTHER TYPES OF CONTRACTS

DCE  
(LOCAL)

**Non-Chapter 21  
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Appeal of  
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal ~~to the Board~~ in accordance with DGBA(LOCAL).

### PROPOSED REVISIONS

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

#### **Objectives**

~~The objectives for developing and administering the compensation plans shall be to:~~

- ~~1. Stay competitive with appropriate labor markets for the various categories of personnel;~~
- ~~2. Recognize the levels of skill, effort, and responsibility required of different jobs;~~
- ~~3. Reward continued length of service to the District; and~~
- ~~4. Be fiscally controlled and cost effective.~~

#### **Pay Administration**

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The Superintendent or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.

~~Copies of the District's compensation plan are available from the Superintendent's office.~~

#### **Annualized Salary**

The District shall pay all salaried employees over 12 months in equal monthly or bimonthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

~~Professional personnel employed for less than full time or less than a full year shall be paid an amount specified in the compensation plan.~~

~~The District shall pay all monthly employees on the 25th of the month. If the 25th falls on a holiday or weekend, the District shall pay on the first business day before the 25th. Biweekly employees shall be paid every two weeks on Friday.~~

#### **Pay Increases**

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Super-

intendent or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.

*Mid-Year Pay  
Increases*

Contract  
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]

Non-Contract  
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

**Pay During Closing**

**If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools]**

~~During an emergency closing or declaration of disaster, as declared by a federal, state, or local official or the Board and after authorization by resolution or other Board action, nonexempt/noncontractual hourly wage employees shall be paid disaster pay at their regular duty rate of pay of up to 40 hours per week.~~

~~All other employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action.~~

**Premium Pay During  
Disasters**

**Nonexempt employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.**

~~After resolution or other Board action, nonexempt/contractual hourly wage employees who are required to work during an emergency closure or declared disaster, as declared by a federal, state, or local official, or the Board of the District, shall be compensated premium pay at one and one-half times their normal rate of pay up~~

**Teacher Pay for  
Supplemental Cost  
of Instruction**

~~to 40 hours a week. This premium pay shall be in addition to the disaster pay described above for nonexempt/noncontractual hourly wage employees. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. The Superintendent shall approve payments and ensure accurate time records are kept of actual hours worked during the disaster closure.~~

~~During an emergency or disaster declaration where in-person instruction is not available and certified teachers are required to provide teleconference/internet/telework instruction to students, the Superintendent is permitted to pay up to \$100 a month to certified teachers to offset their teleconference/internet/telework cost of instruction. The Superintendent shall ensure that accurate records or documentation are kept by certified employees documenting the student instruction.~~

### PROPOSED REVISIONS

#### Definitions

##### Family

The term "immediate family" is defined as:

1. Spouse.
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 *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

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).

##### Family Emergency

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.

##### Leave Day

A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

##### Catastrophic Illness or Injury

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. ~~Complications resulting from pregnancy shall be treated the same as any other condition~~ 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.

#### 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.

#### Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.



COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Deductions**

Leave Without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for  
Less Than Full  
Year*

If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local 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:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

*Employed for Full  
Year*

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

**Recording**

Leave shall be recorded as follows:

1. Leave shall be recorded in half-day increments for all certified employees.
2. Leave shall be recorded in one-hour increments for all classified employees.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
4. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

**Order of Use**

Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995-96 school year.

3. State personal leave.

Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.

**Concurrent Use of Leave**

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. 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.

**Medical Certification**

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

1. The employee is absent more than five 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;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

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

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

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**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.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

<p>Discretionary Use</p> <p><i>Limitations</i></p> <p>Request for Leave</p> <p>Duration of Leave</p>	<p>Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p> <p>The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.</p> <p>Discretionary use of state personal leave shall not exceed five consecutive workdays.</p>
<p><b>Local Leave</b></p>	<p>All full-time employees shall earn local sick leave at the rate of one-half equivalent workday for each 18 workdays of employment, concurrently with state leave, up to the local leave maximum of six equivalent workdays per year. <del>All employees shall accumulate local sick leave without limit,</del> in accordance with administrative regulations.</p> <p>Local leave shall accumulate without limit.</p> <p>Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year, except that an employee may transfer local leave days to another employee or may contribute local leave to a sick leave bank. [See DEC(LEGAL)]</p> <p>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.</p>
<p><b>Sick Leave Bank</b></p>	<p>The District shall establish a sick leave bank that employees may join through contribution of local leave.</p> <p>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 or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave.</p> <p>If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.</p> <p>The Superintendent <del>or designee</del> shall develop regulations for the operation of the sick leave bank that address the following:</p>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

All decisions regarding the sick leave bank may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

**Employee Transfer  
of Local Leave**

The District shall establish and implement a transfer of local leave program ~~for those employees who do not participate in the sick leave bank program.~~

An employee may qualify for participation in the transfer of local leave program if the following conditions exist:

1. The employee has exhausted all paid leave; ~~and~~
2. The employee or immediate family member of the employee experiences a catastrophic illness or injury; ~~and~~
- ~~2-3.~~ **3. If the employee participates in the sick leave bank, he or she has received and used the maximum number of sick bank days allowed by administrative regulations.**

The transferring employee may submit the request to transfer local leave days and must follow the established procedures as determined by the Superintendent or designee.

With the exception of immediate family members, the transferring employee shall only be permitted to transfer his or her local leave to an employee whose employment pay grade/level is equal to or below that of the transferring employee. Additionally, a classified employee shall not be permitted to transfer his or her local leave to a certified employee.

The Superintendent or designee shall develop procedures for the operation of the transfer of local leave program that address the following:

1. Procedures to request transfer of local leave;

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

2. The maximum number of days per school year an employee may receive from a transferring employee or transferring employees; and
3. Other procedures deemed necessary for the operation of the transfer of local leave program.

**Family and Medical Leave**

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Twelve-Month Period

Combined Leave for Spouses

If 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. [See DECA(LEGAL)]

Intermittent or Reduced Schedule Leave

The District shall not 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. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]

Certification of Leave

If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]

Fitness-for-Duty Certification

If 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. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice. ~~An employee on FMLA leave may not continue working his or her part-time job elsewhere.~~

End of Semester Leave

If 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. [See DECA(LEGAL), Leave at the End of a Semester]

Failure to Return

If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]

**Temporary Disability Leave**

Any full-time employee 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.]

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.

~~The District shall designate the use of temporary disability if the employee is unable or unavailable to do so.~~

**Workers'  
Compensation**

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**Note:** 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. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

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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.

**Paid Leave Offset**

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CRE]

**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.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

**Reimbursement for  
Leave Upon  
Separation Retirement**

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

An employee who separates from employment with the District shall be eligible for reimbursement for local leave ~~when:~~ **under the following conditions:**

- ◆ The employee's ~~separation from employment~~ **retirement** is voluntary, ~~and~~
- ◆ **1. The i.e., the** employee is ~~retiring under the Teacher Retirement System (TRS), not being discharged or nonrenewed.~~
- ◆ The employee ~~died while employed by the District.~~
- 2. The employee must request** **requests** reimbursement within 60 days after the **last day of employment.**

In the case of an employee's ~~term date or death~~, the employee's designated beneficiary ~~must~~ may request reimbursement within 60 days after the death of the employee.

The employee shall be reimbursed ~~one time only~~ for each day of local leave, to a maximum of 30 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be 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.

## PROPOSED REVISIONS

### 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.
  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. Any reason constituting good cause for terminating the contract during its term.
35. Suspension of UIL privileges or probation imposed by UIL.

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 initial notice or any subsequent notice shall contain the hearing procedures.**

~~The Board has chosen to designate~~

**Request for Hearing**

~~If the type of employee desires a hearing for proposed nonrenewals on a case-by-case basis. In~~ **after receiving** the notice of proposed nonrenewal, the employee shall ~~receive notice of whether~~ **notify** 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~~ **writing** 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~~ **Hearing by the Board**, below] or an attorney designated by the Board [~~see HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD~~ **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~~shall 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.

Brownsville ISD  
031901

EMPLOYEE RIGHTS AND PRIVILEGES

DG  
(LOCAL)

### **DELETE POLICY**

#### **On-Duty Hours**

Teachers and other staff members shall be protected from interruption as much as possible while on duty. This shall include preparation and duty free lunch periods.

No commercial solicitations of teachers or staff members shall be permitted during these hours unless authorized by the Superintendent or designee.

### PROPOSED REVISIONS

#### 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:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional resources shall be submitted in accordance with EF.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

#### Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

#### Delegation

~~The Board delegates to the Superintendent the ability to abate a grievance timely filed when in his or her opinion adequate resolution of the grievance will be aided by the results of an investigation. Such investigation shall be conducted expeditiously to bring prompt closure to the grievance process. District employees shall receive periodic and timely updates.~~

**Guiding Principles**

Informal Process

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

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

Direct  
Communication with  
Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

Formal Process

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

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.

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

**Freedom from  
Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against 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 to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.  
[See DG]

**Complaints Against  
Supervisors**

Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic



	<p>communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
Scheduling Conferences	<p>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.</p>
Response	<p>At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's e-mail 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.</p>
Days	<p>"Days" shall mean District business days, unless otherwise noted. In calculating time lines under this policy, the <del>date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance shall be "day one."</del> <b>day a document is filed is "day zero."</b> The following <del>District business day shall be</del> <b>is "day twoone."</b></p> <p><del>With regard to administration time lines requiring the setting of grievances or responses required herein by the administration, the day a document is filed shall be "day one." The following business day shall be "day two."</del></p>
Representative	<p>"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not 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.</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-, <b>starting at the level at which the complaint was dismissed.</b> Such appeal shall be limited to the issue of timeliness. A grievant who is untimely a second time shall not be eligible to continue the complaint process.</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 the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.</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>
Audio Recording	<p>As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.</p>
<b>Level One</b>	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none"><li>1. 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; and</li><li>2. With the lowest level administrator who has the authority to remedy the alleged problem.</li></ol> <p>In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other</p>

District employees shall file Level One complaints with their immediate supervisor.

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within 15 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

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

Introduction of  
Evidence

All parties must introduce all evidence at ~~Level One of the grievance procedure. If a grievance is filed because of a written document received from the employee's supervisor, all evidence must also be introduced at Level One of the grievance procedure. All other grievances that are filed with the administration may introduce evidence at Level One and/or Level Two.~~ **the initial level of the grievance procedure.** All parties may introduce new evidence if the new evidence occurred after the previous hearing date. The new evidence must be received by the opposing party at least five business days prior to the upcoming hearing.

Level Two

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

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

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

the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

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

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

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

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

### **Level Three**

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

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

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

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

The Level Two record shall include:

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

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

The grievant has the right to ask for an open or closed hearing before the Board.

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

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

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

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

## PROPOSED REVISIONS

### General Guidelines

~~Employees shall be courteous to one another and the public, working together in a cooperative spirit to serve the best interests of the District. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]~~

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

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

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

### Employee Responsibilities

Every employee shall be responsible for:

1. Arriving at work on time every day and following attendance procedures;
2. Satisfactorily completing the duties as specified by the job description and/or contract, if any;
3. Relating to colleagues and supervisors with respect, courtesy, and in a professional manner;
4. Spending the workday on work-related activities to the exclusion of personal business;
5. Dressing in a manner that is appropriate for the job assignment, that reflects positively on the District, and that includes the use of all issued safety equipment;
6. Recognizing that employment with the District is not guaranteed, but is dependent on employee performance, budget, and need;
7. Following the established rules of behavior for the District and society in general as defined by local, state, and federal laws;
8. Conducting their duties in a safe manner, following the District's general safety policies and department rules regarding proper use of approved safety equipment and apparel; and
9. Following the directives of the supervisor.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

**Violations of Standards of Conduct**

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

**Weapons Prohibited**

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

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action; [See CKE]
2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic Communication**

Use with Students

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

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

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

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

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

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

Personal Use

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

~~Personal  
Telecommunication  
Devices~~

~~Definition~~

~~A personal, non-District, or unauthorized telecommunications device is a piece of equipment that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor and is not issued or authorized by the District as required for the normal discharge of the employee's duties.~~

~~Use~~

~~An employee shall not interrupt the performance of his or her duties, or leave the classroom or other work site, to answer, respond to, or use a personal, non-District, or unauthorized telecommunications device. The use of personal telecommunications devices shall not interfere with the employee's fulfillment of assigned duties. In the interest of safety, no District employee shall use a personal, non-District, or unauthorized telecommunications device while driving a District vehicle or a personal vehicle while on District business. [See CNB and CNC]~~

Reporting Improper  
Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.



EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

<b>Disclosing Personal Information</b>	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.
<b>Outside Activities</b>	An employee shall conduct his or her outside activities and affairs in a manner that does not adversely affect the employee's professional status or daily performance of instructional duties.
<b>Profanity</b>	When dealing with staff and students, an employee shall not use profane language nor engage in obscene conversations on the job.
<b>Reports of Misconduct</b>	The Board encourages employees and others connected with the District to bring forward reports in the form of complaints, comments, and suggestions in order to maintain effective and efficient operations, free from disruptions that detract from the District's main objective of educating children.
<b>Workplace Bullying</b>	<p>The District considers workplace bullying to be unacceptable and shall not tolerate it under any circumstances.</p> <p>Workplace bullying shall be defined as engaging in written or verbal expression, expression through electronic means, or physical conduct that occurs in the workplace that:</p> <ol style="list-style-type: none"><li>1. Has the effect or will have the effect of physically harming another employee, damaging the employee's property, or placing the employee in reasonable fear of harm to the employee's person or of damage to the employee's property;</li><li>2. Is sufficiently severe, persistent, and pervasive that the action or threat creates an intimidating, threatening, or abusive work environment for the employee;</li><li>3. Exploits an imbalance of power between the employee perpetrator and the employee victim through written or verbal expression or physical conduct; or</li><li>4. Interferes with the victim's employment or substantially disrupts the operation of the work location.</li></ol> <p>Workplace bullying shall not include the legitimate exercise of employee management, including task assignment, employee coaching, and work-related employee discipline.</p>
<b>Disruptive Activity</b>	A staff member who instigates or otherwise incites disruptive activity involving staff or students on school property or at a school event shall be subject to disciplinary action by the Superintendent and the Board.
<b>Safety Requirements</b>	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

**Harassment or Abuse**

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

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

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

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

**Relationships with Students**

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

**Tobacco and E-Cigarettes**

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

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

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

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

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

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

Exceptions

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

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

Sanctions

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

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

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

~~An employee who tests positive for prohibited drugs and/or alcohol shall be subject to termination, except when an employee voluntarily admits to alcohol or illegal drug use and commences counseling or rehabilitation prior to an event that leads to the initiation of any alcohol or drug testing. Such an employee must thereafter refrain from using alcohol and/or illegal drugs.~~

**Unauthorized  
Persons on District  
Premises**

~~A District employee shall not bring his or her own relative, personal aide, or hired helper to assist the employee in the performance of duties on District premises or at school sponsored activities without prior approval from the principal/work location supervisor and/or Human Resources Department.~~

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

**Money Lending**

~~The District prohibits loans made by one employee to another with the intent of collecting interest.~~

**Annual Criminal History Record Check**

~~An annual criminal background check shall be conducted on all active personnel who do not have electronic fingerprints on file with the Texas Department of Public Safety.~~

~~Review Committee~~

~~A review committee will assess the records of employees found to have criminal records that may bar them from continued employment in the District.~~

**Responsibility to Report Charges**

**Arrests, Indictments, Convictions, and Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI); or
  - Acts constituting abuse or neglect under the Texas Family Code.

**Reassignment Pending Final Disposition**

~~An employee shall be subject to being temporarily reassigned when the District becomes aware of any pending charge, previous conviction, or deferred adjudication. The decision to reassign an employee shall be made by the appropriate direct report to the Superintendent or designee.~~

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

~~Determination Upon  
Final Disposition~~

~~A determination regarding what action, if any, to take shall be made after the final disposition of the pending charge(s) or, in the case of a conviction or deferred adjudication, after a recommendation is made to the Administrator in charge, Human Resources (HR), by the criminal history review committee. In the case of an employee, final disposition of pending charges means a conviction, deferred adjudication, or dismissal of the charges. An employee's completion of probation or other sentencing is not required for a final disposition by the District.~~

**Dress and Grooming**

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with ~~the following~~**any additional** standards ~~of dress and hygiene:~~

- ~~1. An employee shall dress in neat clean clothing in good state of repair and appropriate for the assignment and safety of the job.~~
- ~~1. Good personal hygiene shall be expected of each employee, including well-groomed, neatly trimmed hair. Men are allowed to wear a neatly trimmed mustache or beard.~~

~~Additional standards shall be established by supervisors~~**his or her supervisor, -and** approved by the Superintendent, **and addressed in the employee handbook.**

### PROPOSED REVISIONS

#### Reasonable Suspicion Searches

The District reserves the right to conduct searches when the District has reasonable suspicion to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business. Searches that reveal a violation of the District's standards of conduct may result in disciplinary action. [See DH]

#### Reasonable Suspicion Alcohol and Drug Testing

The District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol testing shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening.

A District employee who refuses to comply with a directive to submit to testing based upon reasonable suspicion shall be subject to disciplinary action, up to and including termination.

A District employee confirmed to have violated the District's policy pertaining to alcohol or drugs may be subject to disciplinary action. [See DF series and DH]

---

**Note:** The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

---

#### Federally Required DOT Testing Program

In accordance with DOT rules, the District shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles, including school buses. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.

The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

EMPLOYEE STANDARDS OF CONDUCT  
SEARCHES AND ALCOHOL/DRUG TESTING

DHE  
(LOCAL)

Drug-Related  
Violations

The following constitute drug-related violations under the DOT rules:

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or a substituted specimen on an alcohol or controlled substances test.
3. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test.
4. Testing positive for controlled substances in a post-accident test.
5. Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.
6. Testing positive for controlled substances in a random test.
7. Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.
8. Testing positive for controlled substances in a reasonable suspicion test.

An employee who operates a commercial motor vehicle, including a bus, and commits a drug-related DOT violation as defined above shall not be eligible for reinstatement as a driver.

Alcohol Results  
Between 0.02 and  
0.04

In accordance with DOT rules, a driver tested under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.

[In the event of a **subsequent** positive test result for alcohol of 0.02 or greater **but less than 0.04**, see the disciplinary consequences at District-Imposed Consequences, below.]

Reasonable  
Suspicion DOT  
Testing

Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written rec-

EMPLOYEE STANDARDS OF CONDUCT  
SEARCHES AND ALCOHOL/DRUG TESTING

DHE  
(LOCAL)

ord documenting the observations leading to a controlled substance reasonable suspicion test.

**District-Defined  
Violations**

**Prescribed and  
Over the Counter  
Medications**

~~An employee violates District policy if he or she tests positive for alcohol at a concentration of 0.02 or greater.~~

~~Employees are prohibited from consuming an intoxicating beverage, regardless of its alcohol content, within four hours before going on safety sensitive duty. This prohibition extends to any prescription or over the counter medication that contains alcohol. If an employee has used such a medication within four hours of duty, he or she shall report this to his or her supervisor.~~

~~Furthermore, employees are required to inform their supervisors of any use of prescribed medicine that could affect their performance. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair his or her job performance. When reporting such use, the employee is required to have a written statement from his or her physician regarding the prescription's effect on the employee's performance of job duties and shall present this to his or her supervisor.~~

~~When risks of accident potential are unacceptable to the supervisor, the employee will be directed to take leave with or without pay or will be reassigned to an existing vacant position until the use is discontinued. Paid leave may be charged to sick leave or current vacation time if either is available.~~

**District-Imposed  
Consequences**

In addition to the consequences established by federal law, a District employee confirmed to have violated the District's policy pertaining to alcohol or controlled substances, **including a second or subsequent positive test result for alcohol of 0.02 or greater but less than 0.04**, shall be subject to District-imposed discipline, as determined by his or her supervisor and the Superintendent. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment. [See DF series]

In cases where a driver is also employed in a nondriving capacity by the District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the District may be considered.



## PROPOSED REVISIONS

**The Superintendent shall develop administrative regulations regarding staff development in addition to staff development already required by law.**

### **Philosophy**

~~The District believes that high-quality professional development is essential to initiating and sustaining school reform and that school systems have an obligation to ensure that employees are thoroughly prepared to successfully discharge their responsibilities. Continuous improvement on the part of individuals and the organization is required to refine skills, inquire into practice, construct knowledge, and create self-renewing learning organizations. Staff development implies that educators are professionals and are to be supported as professionals. A professional is one who takes responsibility for his or her own learning, attends meetings designed to move the District and local campus forward, but also seeks and is allowed to seek alternative ways of learning, whether individually, collaboratively, or in large groups. Results-driven, standards-based education requires results-driven, standards-based staff development for all employees who are responsible for student learning and the implementation of high academic standards. Because professional development is an essential component of systemic educational reform, each professional development activity must be evaluated in terms of its effect on individual student performance and the improved learning of all students.~~

### **Professional Development Focus**

~~Adequate time, human, and financial resources shall be allotted to support a staff development plan in accordance with the TEA standards. This comprehensive program shall promote learning, reflect best practices, and shall be guided by the site-based decision-making process in accordance with the campus improvement plans and the District improvement plan. Needs of teachers, administrators, paraprofessionals, students, parents, and community members shall be identified and all stakeholders shall have input.~~

~~Effective staff development focuses on the knowledge, skills, and attitudes required of teachers, administrators, and other school employees so all students can learn and perform at high levels. Training shall include development of skills in technology, conflict resolution, discipline management, and collaboration, as well as, focusing on standards of student performance in TEKS and meeting the needs of students in special programs. Staff development shall be predominantly campus based with an emphasis on achieving performance objectives.~~

~~Professional development engages teachers, principals, and other school staff, both individually and collectively, as active learners~~

~~and recognizes that educators learn in a variety of ways. Therefore, the program shall provide access to various models of staff development and may include activities to enhance existing skills, to practice new methods, to study and conduct research, and to develop meaningful programs in order to improve job performance, organizational development, and student achievement.~~

~~As a part of the Student Achievement Improvement Plan (SAIP), schools must have in place a process that includes theory, demonstration, practice/feedback, and coaching so that all participants shall have knowledge mastery, skill acquisition, and practical application. The SAIP shall also include a blueprint for the use of the staff development days available to them through the Board approved school calendar.~~

### **Standards**

~~Staff development in the District shall follow best practices and the established national standards for staff development elementary through high school. These standards are organized into three categories: (See Appendix 6 B-C in Prof. Growth Plan)~~

- ~~1. Context—These are the conditions that surround the required changes in professional practices. It addresses the organization system, or culture in which the new learnings shall be implemented. Concepts such as the belief in continuous improvement, leadership and advocacy, and time for learning strongly influence the context. Contextual considerations must also include the characteristics of our students and the physical contexts in which teachers and staff work.~~
- ~~2. Process—These issues relate to the “how” of staff development. It describes how knowledge and skills will be acquired. Some of the strategies that shall be used to implement the professional development growth plan are implementation of the five models of staff development, awareness of the change process, data-driven decision making, and the impact of systems thinking as well as evaluation.~~
- ~~3. Content—This refers to the new knowledge and skills that all stakeholders shall need to possess or acquire as our schools implement effective staff development activities that address their SAIPs and District goals and initiatives.~~

### **Staff Development for New Professional Employees**

~~All first-time professional employees of the District shall be required to attend two days of staff development for orientation purposes. These workshops shall be in addition to regular staff development requirements and shall be prior to contracted time.~~

Employees who start their employment after the beginning of the school year must also attend a two-day workshop. This staff development shall take place on days that are not designated as work days. Expertise in elementary and secondary content area knowledge shall be of utmost importance and shall be encouraged just as experience shall be embraced. It shall be the duty of the experienced educators to mentor and share valuable input with those entering the field.

**Bilingual / ESOL  
Education**

All staff, including administrators and counselors who have authority for program decisions, shall receive a minimum of 12 hours of professional development in bilingual education issues before providing services to bilingual/ESOL students. These 12 hours of professional development in bilingual/ESL education strategies and methodology shall be required annually (June-May) of teachers teaching identified bilingual/ESL students. These hours shall address issues ranging from child growth and development, literacy instruction, dual language instruction to classroom management and organization of instruction of limited English proficiency (LEP) students.

**Gifted and Talented**

Teachers who provide instruction and services are required to have completed 30 hours of professional development that include nature and needs, identification and assessment, and curriculum and instruction for gifted/talented students. Teachers are required to have completed the 30 hours of professional development prior to their assignment to the District's gifted/talented services.

Teachers without required training who are assigned to provide instruction and services that are part of the District's defined gifted/talented program are required to complete the 30-hour training within the first semester.

Administrators and counselors who have authority for gifted and talented service decisions are required to complete a minimum of six hours of professional development that includes nature and needs and service options for gifted/talented students.

Kindergarten-grade 5 teachers who provide instruction and services that are a part of the District's defined gifted/talented services must receive a minimum of six hours annually of professional development in gifted/talented education. The six-hour training must be completed within the first semester.

Grade 6-12 teachers who provide instruction and services that are a part of the District's defined gifted/talented services must complete six hours annually of professional development in differentiating curriculum for the gifted learner in the Advanced Placement

<p><b>Pre-Advanced Placement and Advanced Placement</b></p>	<p>(AP)/Pre-AP class. The six-hour training must be completed within the first semester.</p> <p>All teachers who are assigned a Pre-AP/AP course, must successfully complete the required College Board AP/Pre-AP Institute in their respective subject by attending a five-day seminar prior to being assigned the course. Teachers must be approved by the campus principal prior to this training.</p> <p>It is recommended that teachers who currently hold a 30-hour AP/Pre-AP Institute certification and who are instructing an AP/Pre-AP course attend a two-day College Board workshop renewal every four to five years.</p>
<p><b>Special Services</b></p>	<p>All special education and regular professional staff in specific instructional arrangements shall obtain 12 hours of continuing professional education in special education strategies and methodology. Sample areas include co-teaching, modifications, crisis prevention, behavior improvement management plan, content mastery, and the like. These hours shall be required annually (June through May) of special education staff in specific instructional arrangements.</p>
<p><b>Professional Growth and Development Plan</b></p>	<p>A professional growth and development plan details guidelines that support this policy and are found under separate cover. A specific number of continuing professional education (CPE) clock hours is detailed for certified and classified employees. The hours required can be obtained from various approved sources (i.e., bilingual, G/T, Pre-AP, AP, special education, and the like). Cross-referencing of CPE hours obtained through special programs may meet requirements across programs. This shall be indicated on the provider certificate. Compliance requirements in areas of training for special programs (G/T, special education, bilingual education, and the like) shall raise minimum District required CPE clock hours for staff serving these populations. Therefore, legislative updates impacting staff development shall be addressed in these procedures. These procedures shall also be updated annually with feedback from the District stakeholders.</p>

### PROPOSED REVISIONS

<b>General Principles</b>	All District employees shall be periodically appraised in the performance of their duties. The District's employee evaluation and appraisal system shall be administered consistent with the general principles set out below.
<b>Criteria</b>	The employee's performance of assigned duties and other job-related criteria shall provide the basis for the employee's evaluation and appraisal. Employees shall be informed of the criteria on which they will be evaluated.
<b>Performance Review</b>	Evaluation and appraisal ratings shall be based on the evaluation instrument and cumulative performance data gathered by supervisors throughout the year. Each employee shall have at least one evaluative conference annually, except as otherwise provided by policy, to discuss the written evaluation and may have as many conferences about performance of duties as the supervisor deems necessary. [See also DNA and DNB]
<b>Documentation and Records</b>	Appraisal records and forms, reports, correspondence, and memoranda may be placed in each employee's personnel records to document performance.
<b>Employee Copy</b>	All employees shall receive a copy of their annual written evaluation.
<b>Complaints</b>	Employees may present complaints regarding the evaluation and appraisal process in accordance with the District's complaint policy for employees. [See DGBA]
<b>Evaluation Report</b>	<del>The Superintendent shall annually provide the Board a report from the human resources department of all department and campus administrators who received an evaluation for that current year.</del>

## PROPOSED REVISIONS

### ~~T-TESS~~ Appraisal System

The ~~formal appraisal of~~ District shall **appraise** teachers ~~shall be in accordance with using~~ the Texas Teacher Evaluation and Support System (T-TESS) ~~developed by the Texas Education Agency in accordance with law and administrative regulations.~~

The ~~District~~ Board shall ~~implement the~~ **approve a list of certified appraisers who can appraise a T-TESS** in accordance with state rules ~~at campuses designated by the Superintendent.~~

### General Requirements

For teacher appraisal, the District shall use T-TESS on all campuses. ~~The District shall appraise eligible teachers on a less than annual basis in place of the teacher's supervisor.~~

### Annual Appraisal Exception

District teachers shall be appraised annually, ~~except teachers.~~

**Teachers** who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy **shall be appraised in accordance with the provisions below.**

~~Components of the appraisal process, such as classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.~~

~~The District shall establish an appraisal calendar each year.~~

### T-TESS

#### Formal Observation

~~The formal observation for a teacher's appraisal shall be scheduled within a five-workday time frame.~~

#### Alternate Appraisers

~~The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.~~

#### Second Appraisal

~~Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.~~

~~The formal observation for a second appraisal shall be scheduled by date and time.~~

#### Scores

~~The Board shall ensure that the Superintendent or designee establishes procedures regarding how domain scores from first and second T-TESS appraisals will be used.~~

### Less-Than-Annual Evaluations Eligibility

~~To~~ **In addition to meeting the eligibility requirements in state rules, to** be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term or continuing contract;
2. Hold SBEC certification;

3. Be assigned in his or her certification area;
- ~~4. Not have received a rating of less than Proficient in any domain or individual criteria on the last appraisal;~~
- ~~5.4. Have taught the previous three consecutive years in~~ **been employed as a teacher by** the District **for at least three years;**
- ~~6.5. Be~~ **BeServe** on a campus with a “projected” rating of at least “Acceptable”;~~—;”~~”
- ~~7.6. Have served in the current teaching assignment for at least one year;~~
- ~~8.7. Have served on~~ **at** the current campus for at least one year; and
- ~~9.8. Have been supervised by the current principal for at least one year.~~

*Frequency*

Eligible teachers shall be appraised every three years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

*Principal's Discretion*

~~The campus principal may put aside the eligibility criteria that applies to a teacher in the first year of a new assignment, with a different certification than the previous assignment, or on a campus with a new principal.~~

~~In the instance of the District opening a new school, the T-TESS waiver shall be at the campus principal's discretion.~~

*Frequency*

~~During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.~~

**A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.**

*Annual Review Process*

In the years ~~that~~ **in which** a T-TESS appraisal is not scheduled for an eligible teacher, the ~~District~~ **teacher** shall ~~conduct~~ **participate** in an annual review ~~in accordance with a process detailed in guidelines developed by~~ **that includes** the ~~administration~~ **elements listed** in ~~collaboration with the District and campus level decision-making committees~~ **state rule.**

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

~~The regular T-TESS procedures and requirements shall not apply to the annual review process.~~

**Grievances**

~~Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).~~



### PROPOSED REVISIONS

**Employment  
Decisions**

~~When relevant to the decision, written evaluations of a professional employee's performance, as documented to date, and any other information the administration determines to be appropriate shall be considered in decisions affecting contract status.~~

**Exception**

~~Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.~~

**Evaluation of  
Principals**

The District shall appraise principals using the Texas Principal Evaluation and Support System (T-PESS) in accordance with law and administrative regulations. ~~T-PESS gives principals the guidance they need to chart their own course for professional growth and development. At the same time, it helps principal appraisers guide that growth using clear appraisal guidelines that nurture ongoing improvement, systematically support performance, identify performance strengths and support gaps, and provide constructive feedback.~~

**Other Campus  
Administrators**

The appraisal system used for campus administrators other than principals shall be determined by each administrator's position and job responsibilities and shall consist of either a local appraisal system developed in accordance with law and administrative regulations or a modified version of **the** T-PESS.

**Frequency**

District principals and other campus administrators shall be appraised annually.

**ADD POLICY**

**Principal  
Qualifications**

In addition to the minimal certification requirement, the principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budget and personnel and coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Prior experience in instructional leadership roles; and
7. Other qualifications deemed necessary by the Board.

**DELETE EXHIBIT**  
EXIT INTERVIEW FORM

Name: \_\_\_\_\_ Employee ID number: \_\_\_\_\_

Job title: \_\_\_\_\_ Phone number: (956) \_\_\_\_\_

Campus/Dept.: \_\_\_\_\_ Dates worked: \_\_\_\_\_ - \_\_\_\_\_  
(From) (To)

Forwarding address: \_\_\_\_\_  
(Street address)

\_\_\_\_\_ City State Zip

Phone number: (\_\_\_\_) \_\_\_\_\_  Employee opted not to participate in exit interview

Check type of termination:

- |   |  |
|---|--|
| <input type="checkbox"/> Discharge      | <input type="checkbox"/> Retirement          |
| <input type="checkbox"/> Nonrenewal     | <input type="checkbox"/> Reduction in force  |
| <input type="checkbox"/> Resignation    | <input type="checkbox"/> Extended disability |
| <input type="checkbox"/> With notice    | <input type="checkbox"/> Other _____         |
| <input type="checkbox"/> Without notice |  |

Check all applicable reasons for leaving: (To be completed by all voluntary resignations only)

- |   |   |
|---|---|
| <input type="checkbox"/> Moving from District           | <input type="checkbox"/> Secured better position                        |
| <input type="checkbox"/> Returning to school            | <input type="checkbox"/> Failure to complete certification requirements |
| <input type="checkbox"/> Dissatisfied with type of work | <input type="checkbox"/> Other _____                                    |
| <input type="checkbox"/> Health reasons                 |   |
| <input type="checkbox"/> Family circumstances           |   |

Comments: \_\_\_\_\_

**Checkout Procedures**

- Where applicable, review and discuss the following items:
- |  |  |
|--|--|
| <input type="checkbox"/> _____   |  |
| <input type="checkbox"/> COBRA (Consolidated Omnibus Budget Reconciliation Act)              |  |
| <input type="checkbox"/> (____) Employee initials acknowledging receipt of COBRA information |  |
| <input type="checkbox"/> Medical care  | <input type="checkbox"/> District property |
| <input type="checkbox"/> Group life insurance  | <input type="checkbox"/> Keys              |
| <input type="checkbox"/> Unemployment insurance  | <input type="checkbox"/> Books             |
| <input type="checkbox"/> Disability insurance  | <input type="checkbox"/> Equipment         |
| <input type="checkbox"/> Review/sign service records   | <input type="checkbox"/> Other _____       |
| <input type="checkbox"/> Release service records (if requested)                              |  |

Comments: \_\_\_\_\_

---

**Questionnaire**

How would you rate your experience in Brownsville ISD regarding the following?

(Check the appropriate box.)

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>
Working relationship with your supervisor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation within department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation with other departments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of job orientation and training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workload	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical working conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Availability of materials/equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluation procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recognition on the job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication within the District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central administration support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community support for District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall experience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

What factors made your employment a positive experience with Brownsville ISD?

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

Do you have any comments or suggestions to improve Brownsville ISD?

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

Would you recommend Brownsville ISD to others as a place to work?

Yes                       Yes, with reservation(s)                       No

Interviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Brownsville ISD  
031901

EMPLOYMENT PRACTICES

DC  
(EXHIBIT)

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

***For Office Use Only***

Resignation: \_\_\_\_\_

Would you recommend for rehire?  Yes  No

**Terminated employees and employees not recommended for rehire on this form will not be eligible for rehire in the future.**

Copy to employee: \_\_\_\_\_ Copy to District file: \_\_\_\_\_

Employee's initials (*acknowledging receipt*): \_\_\_\_\_

Date employee received copy: \_\_\_\_\_

### DELETE REGULATION

**Schedule of Contract  
Consideration**

The following nonbinding schedule may be used as a guide for employee contract consideration:

1. January meetings: Discussion and action on Superintendent's contract.
2. Second meeting in February: Action on central office administrative staff and presentation of administrative staff.
3. March meetings: Action on all other special assignment personnel and personnel on term and probationary contracts.

### DELETE REGULATION

**Employee  
Compensation Plan**

The Superintendent will develop and recommend to the Board for adoption a pay system for all District personnel, which will be incorporated into the employee compensation plan. The budget book will reflect all Board action related to employee salary or compensation.

The Superintendent or designee will be responsible for developing procedures and guidelines for the proper implementation of an equitable pay system for employees, as established in the employee compensation plan.

**Pay Structure**

The pay structure for all personnel will be established and maintained by daily or hourly base rates to promote consistent treatment of employees who have different work-year periods. A pay range for each position will provide guidelines for minimum, mid-point, and maximum rates based on job worth. Employees will be paid within the range of daily rates established for the position assigned.

The Superintendent or designee will assign responsibility for administering the pay structure. The pay structure will consist of pay range structures for the following employee groups or pay families:

1. Administrative and professional
2. Clerical administrative
3. Instructional support
4. Technical
5. Manual trades

**Job Classification**

All positions will be assigned to pay grades based on the level of skills, effort, and responsibility required of the job assignment. Job classifications or reclassifications for positions will be based on an assessment of job requirements and comparability to other positions in the District.

**Salary Advancement**

Pay ranges are established to provide opportunities to increase employee salaries for continued satisfactory service to the District. Employee salaries will be reviewed on an annual basis. Employees may advance within the pay range according to the amount of increase approved annually by the Board.

Brownsville ISD  
031901

TERM CONTRACTS  
NONRENEWAL

DFBB  
(EXHIBIT)

## PROPOSED REVISIONS

### Table of Contents

[Exhibit A—Notice of Proposed Term Contract Nonrenewal](#)

[Exhibit B—Documentation of Delivery: Notice of Proposed Nonrenewal](#)

[Exhibit C—Notice of Term Contract Nonrenewal](#)

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

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## Exhibit A—Notice of Proposed Term Contract Nonrenewal

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

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

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

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

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

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

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

~~Before the Board or designee.~~ To request a hearing on the Board's proposed nonrenewal of your employment contract, you must submit a written request to the Board not later than the 15th day after the date you receive this notice. The Board will notify you whether the hearing will be conducted by the Board or an attorney designated by the Board.

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

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

Please direct questions regarding the proposed nonrenewal of your contract to the assistant superintendent for human resources.

\_\_\_\_\_  
Signature

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

Brownsville ISD  
031901

TERM CONTRACTS  
NONRENEWAL

DFBB  
(EXHIBIT)

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Title

Brownsville ISD  
031901

TERM CONTRACTS  
NONRENEWAL

DFBB  
(EXHIBIT)

**Exhibit B—Documentation of Delivery:  
Notice of Proposed Nonrenewal**

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

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

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

**Hand delivery:**

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

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

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

**Mail or delivery service:**

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

Employee's address of record:

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

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

Brownsville ISD  
031901

TERM CONTRACTS  
NONRENEWAL

DFBB  
(EXHIBIT)

### Exhibit C—Notice of Term Contract Nonrenewal

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

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

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

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

Please direct questions regarding the nonrenewal of your contract to the assistant superintendent for human resources.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

Brownsville ISD  
031901

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(EXHIBIT)

**PROPOSED EXHIBIT**

**Table of Contents**

[Exhibit A—Employee Complaint Form—Level One](#)

[Exhibit B—Response to Level One Complaint](#)

[Exhibit C—Level Two Appeal Notice](#)

[Exhibit D—Response to Level Two Appeal](#)

[Exhibit E—Level Three Appeal Notice](#)

[Exhibit F—Board's Response to Level Three Appeal](#)

### Exhibit A—Employee Complaint Form—Level One

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**Note:** Informal resolution is encouraged but does not extend any deadlines in DGBA(LOCAL), except by mutual written consent.

Whistleblower complaints must be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two.

---

To file a formal complaint, please fill out this form completely and submit it by hand delivery, electronic communication, or U.S. Mail to the appropriate administrator within the time established in DGBA(LOCAL). All complaints will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

*(Please print.)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Position: \_\_\_\_\_

Campus: \_\_\_\_\_

If you will be represented in presenting your complaint, please identify the person representing you. If the person representing you will participate by telephone conference call, please check the box below. The District will inform you if the equipment necessary for telephone representation is unavailable.

Representation will be by telephone conference call.

**Please note:** You must designate a representative who will be participating in person or by telephone with an advance notice of at least three days, or the District may reschedule the conference or hearing to a later date.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Please describe the decision or circumstances causing your complaint (give specific factual details).

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Brownsville ISD  
031901

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(EXHIBIT)

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What was the date of the decision or circumstances causing your complaint?

---

Please explain how you have been harmed by this decision or circumstance.

---

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Please describe any efforts you have made to resolve your concerns and the responses to your efforts. Please include dates of communication and with whom you communicated regarding your concerns.

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---

Please describe the outcome or remedy you seek for this complaint.

---

---

---

Employee's signature: \_\_\_\_\_

Signature of employee's representative: \_\_\_\_\_

Date of filing: \_\_\_\_\_

*Complainant, please note:*

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

*Attach to this form any documents you believe will support the complaint; if unavailable when you submit this form, they may be presented no later than the Level One conference. Please keep a copy of the completed form and any supporting documentation for your records.*

Brownsville ISD  
031901

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(EXHIBIT)

### Exhibit B—Response to Level One Complaint

\_\_\_\_\_ (date)  
\_\_\_\_\_ (complainant's name)  
\_\_\_\_\_ (complainant's address)  
\_\_\_\_\_ (complainant's email)

Dear \_\_\_\_\_:

Having considered the complaint at our Level One conference on \_\_\_\_\_  
(date), I have decided on the following response:

---

**[Note: When preparing the letter, include only one of the following sentences.]**

For the following reasons, I am unable to provide the remedy you seek:

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

**Or**

I will take the following actions to grant the remedy you seek for your complaint:

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

**Or**

Although I am unable to provide the full remedy you seek for your complaint, I will take the following actions to provide a partial remedy:

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

---

\_\_\_\_\_  
(signature of principal or other  
appropriate administrator)

*Complainant, please note:*

*To appeal this response, you must file a written notice of appeal with the appropriate administrator within the time limits set in DGBA(LOCAL). The necessary appeal forms are available at \_\_\_\_\_ during regular business hours.*



### Exhibit C—Level Two Appeal Notice

To appeal a Level One decision, or the lack of a timely response after a Level One conference, please fill out this form completely and submit it by hand delivery, electronic communication, or U.S. Mail to the Superintendent or designee within the time established in DGBA(LOCAL). Appeals will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

*(Please print.)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Position: \_\_\_\_\_

Campus: \_\_\_\_\_

If you will be represented in presenting your appeal, please identify the person representing you. If the person representing you will participate by telephone conference call, please check the box below. The District will inform you if the equipment necessary for telephone representation is unavailable.

Representation will be by telephone conference call.

**Please note:** You must designate a representative who will be participating in person or by telephone with an advance notice of at least three days, or the District may reschedule the conference or hearing to a later date.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Who held the Level One conference? \_\_\_\_\_

Date of conference: \_\_\_\_\_

Date you received a response to the Level One conference: \_\_\_\_\_

Please explain specifically how you disagree with the outcome at Level One.

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

Brownsville ISD  
031901

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(EXHIBIT)

1. Attach a copy of your original Level One complaint and any documentation submitted at Level One.
2. Attach a copy of the Level One response being appealed, if applicable.

Employee's signature: \_\_\_\_\_

Signature of employee's representative: \_\_\_\_\_

Date of filing: \_\_\_\_\_

*Complainant, please note:*

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

*Please keep a copy of the completed form and any supporting documentation for your records.*

### Exhibit D—Response to Level Two Appeal

\_\_\_\_\_ (date)  
\_\_\_\_\_ (complainant's name)  
\_\_\_\_\_ (complainant's address)  
\_\_\_\_\_ (complainant's email)

Dear \_\_\_\_\_:

Having considered the Level Two appeal on \_\_\_\_\_ (date), I have decided on the following response:

---

**[Note: When preparing the letter, include only one of the following sentences.]**

I am unable to grant your appeal. I will uphold the decision made at Level One by \_\_\_\_\_ (name) and communicated to you in the Level One response.

**Or**

I wish to grant your appeal and have instructed \_\_\_\_\_ (name) to find a resolution in keeping with the remedy you seek.

**Or**

Although I am unable to fully grant your appeal, I have instructed \_\_\_\_\_ (name) to take the following actions as a partial remedy to your complaint:

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

---

\_\_\_\_\_, Superintendent (or designee)

*Complainant, please note:*

*To appeal this response, you must file a written notice of appeal with the appropriate administrator within the time limits set in FNG(LOCAL). The necessary appeal forms are available at \_\_\_\_\_ during regular business hours.*

### Exhibit E—Level Three Appeal Notice

To appeal a Level Two decision, or the lack of a timely response after a Level Two conference, please fill out this form completely and submit it by hand delivery, electronic communication, or U.S. Mail to the Superintendent or designee within the time established in DGBA(LOCAL). Appeals will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

*(Please print.)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Position: \_\_\_\_\_

Campus: \_\_\_\_\_

If you will be represented in presenting your appeal, please identify the person representing you. If the person representing you will participate by telephone conference call, please check the box below. The District will inform you if the equipment necessary for telephone representation is unavailable.

Representation will be by telephone conference call.

**Please note:** You must designate a representative who will be participating in person or by telephone with an advance notice of at least three days, or the District may reschedule the conference or hearing to a later date.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Who held the Level Two conference? \_\_\_\_\_

Date of conference: \_\_\_\_\_

Date you received a response to the Level Two conference: \_\_\_\_\_

Please explain specifically how you disagree with the outcome at Level Two.

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

Brownsville ISD  
031901

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(EXHIBIT)

Do you want the Board to hear this appeal in open session?

- No  
 Yes

If yes, the Board will consider your request; however, you may not have a legal right under the Texas Open Meetings Act to require a meeting in open session.

1. Attach a copy of your original Level One complaint and any documentation submitted at Level One and a copy of your Level Two appeal notice.
2. Attach a copy of the Level Two response being appealed, if applicable.

Employee's signature: \_\_\_\_\_

Signature of employee's representative: \_\_\_\_\_

Date of filing: \_\_\_\_\_

*Complainant, please note:*

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

*Please keep a copy of the completed form and any supporting documentation for your records.*

Brownsville ISD  
031901

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(EXHIBIT)

### Exhibit F—Board’s Response to Level Three Appeal

\_\_\_\_\_ (date)  
\_\_\_\_\_ (complainant’s name)  
\_\_\_\_\_ (complainant’s address)  
\_\_\_\_\_ (complainant’s email)

Dear \_\_\_\_\_:

Having heard the presentation of your appeal at Level Three, the Board took the following action at its meeting on \_\_\_\_\_ (date):

---

***[Note: When preparing the letter or announcing the decision at the Board meeting, include only one of the following sentences.]***

We have denied the appeal and have upheld the decision made by the Superintendent (or designee) at Level Two.

***Or***

We have granted the appeal and have instructed the Superintendent to find a resolution in keeping with the remedy you seek.

***Or***

We have partially denied and partially granted the appeal and have instructed the Superintendent as follows:

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

---

Sincerely,

\_\_\_\_\_, President of the Board of Trustees  
\_\_\_\_\_  
\_\_\_\_\_ School District

Brownsville ISD  
031901

EMPLOYEE WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA  
(EXHIBIT)

**PROPOSED REVISIONS**

**Table of Contents**

<u>Exhibit A—Title IX and ADA/Section 504 Coordinators .....</u>	<u>1</u>
Title IX Coordinator.....	1
ADA/Section 504 Coordinator.....	1
<u>Exhibit B—Employee Reporting and Formal Complaints.....</u>	<u>1</u>

Brownsville ISD  
031901

EMPLOYEE WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA  
(EXHIBIT)

## Exhibit A—Title IX and ADA/Section 504 Coordinators

### Title IX Coordinator

The District designates and authorizes the following person as the Title IX coordinator to be responsible for coordinating the District's efforts to comply with Title IX of the Education Amendments of 1972, as amended, for employees:

Name: Carmelita Rodriguez  
Position: Assistant Superintendent for Human Resources  
Address: 1900 Price Road, Brownsville, TX 78521  
Email: [Title IX coordinator](mailto:carodriguez@bisd.us) (carodriguez@bisd.us)  
Telephone: (956) 548-8000

### ADA/Section 504 Coordinator

The District designates and authorizes the following person as the ADA/Section 504 coordinator to be responsible for coordinating the District's efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, for employees:

Name: ~~Carmelita Rodriguez~~ Julia A. Salinas  
Position: ~~Assistant Superintendent for Human Resources~~ Administrator for Section 504/Dyslexia/Title IX Department  
Address: ~~1900 Price Road, Brownsville, TX 78521~~ 708 Palm Blvd., Brownsville, TX 78520  
Email: [ADA/Section 504 coordinator](mailto:carodriguez@bisd.us) (~~carodriguez@bisd.us~~jasalinas@bisd.us)  
Telephone: (956) 548-8000



Brownsville ISD  
031901

EMPLOYEE WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA  
(EXHIBIT)

Brownsville ISD  
031901

EMPLOYEE WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA  
(EXHIBIT)

## Exhibit B—Employee Reporting and Formal Complaints

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**Note:** An employee may report alleged discrimination, harassment, and retaliation to his or her supervisor, the campus principal, the Title IX coordinator, ADA/Section 504 coordinator, or the superintendent, as described at DIA(LOCAL). To determine the appropriate means to file a formal complaint, please see (LEGAL) and (LOCAL) policies at DGBA, DIA, and FFH.

---

### DELETE REGULATION

Due to the staggered starting times and differences in the length of school days at different campuses, and the District's desire to have flexible work hours, it is difficult to have a standard workday or work week.

#### **Elementary and Middle School**

Teachers, teacher aides, nurses, librarians and counselors will be on duty a minimum of 7-1/2 hours per day (includes 30-minute duty-free uninterrupted lunch) and should be available periodically to attend staff meetings, a maximum of 2-1/2 hours per week. Staff development and parent conferences are not to be considered as part of the time allocated for staff meetings. This additional time will be scheduled by the appropriate principal or program director.

#### **High School**

Teachers, teacher aides, nurses, librarians and counselors will be on duty a minimum of 7-3/4 hours per day (includes 30-minute duty-free uninterrupted lunch) and should be available periodically to attend staff meetings, a maximum of 2-1/4 hours per week. Staff development and parent conferences are not to be considered as part of the time allocated for staff meetings. This additional time will be scheduled by the appropriate principal or program director.

#### **Campus Administrators' Duty Hours**

Campus administrators shall normally be on duty at least 30 minutes before school starts and 30 minutes after school is over. Administrators shall be present for duty on all days that students or teachers are required to be in attendance. The exceptions to this regulation are those activities that have prior approval of the Superintendent or deputy superintendent for the individual to attend activities that specifically address days for professional growth (required by the District's professional or educational enrichment in-service or training activities) or are associated with the individual's administrative position.

#### **Administrative Personnel**

Will work a minimum of eight hours per day or more, as scheduled by the Superintendent.

#### **Classified Employees**

Will work a minimum of 40 hours per week (unless on a reduced work schedule). All employees will follow a work schedule (includes a minimum 30-minute duty-free uninterrupted lunch except for 10:00 p.m.-6:00 a.m. shift.) The Fair Labor Standards Act prohibits nonexempt employees from working more than 40 hours per week without overtime compensation.

For work week schedule see DEA(LOCAL).

#### **Breaks and Rest Periods**

There are no state laws regulating breaks and rest periods. The option to allow an employee to take a break or rest period is left

ASSIGNMENT AND SCHEDULES

DK  
(REGULATION)

entirely to the discretion of the principal or administrator. If authorized, breaks should be a maximum of 15 minutes, up to twice a day.

**Waivers**

The work schedules noted above would exclude campuses, such as Multi-Track schools, on local waiver or TEA waiver concerning length of the school day.

**Modified Duty Program**

The District shall, in strict compliance with the conditions listed below, implement a modified duty program for employees who have been injured in the performance of their assigned duties to permit an employee to return to work prior to full recovery, by:

1. Modifying the employee's regular assignment so that the physical demands are consistent with the restrictions imposed by the physician, and/or
2. Assigning the employee to alternate duties that are consistent with the physician's recommended restrictions.

Conditions

This program will be administered on a case-by-case basis and when all the following conditions are met:

Need

1. The District is able to identify necessary tasks that can be assigned as modified duty. Modified duty may be assigned and withdrawn at the discretion of the District.

Employee Authorization

2. The employee authorizes his or her physician to release to the District any medical assessments required for the implementation of the program.

Physician

3. After a review of the physical demands of the regular duties in the employee's job description and an analysis of the tasks identified for modified duty, the employee's physician agrees to:
  - a. Identify specific modifications to regular duty tasks that the employee can safely perform without significant risk of reinjury.
  - b. Recommend the employee as physically able to participate in the modified duty program and to indicate the tasks the employee can perform that are consistent with any medical restrictions imposed.
  - c. Report to the District, at intervals not to exceed 30 days, on the employee's recovery progress including, if possible, the anticipated date of complete recovery.

Limitation

Modified duty shall be available to an employee for no more than 45 calendar days.