



## **(LOCAL) Policy Comparisons**

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue font: new text.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

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**Note:** While the annotation software competently identifies simple changes, large or complicated changes — as in an extensive rewrite — may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

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

**Contact us:**

School Districts and Education Service Centers, call 800-580-7529 or email [policy.service@tasb.org](mailto:policy.service@tasb.org).

Community Colleges, call 800-580-1488 or email [colleges@tasb.org](mailto:colleges@tasb.org).

<b>Meeting Place and Time</b>	<p>The notice for a Board meetingmeetings shall reflect the date, time, and location of the meeting—be held during a time that is outside of typical work hours. [See FA(LEGAL)]</p>
<b>Regular Meetings</b>	<p>Regular meetings of the Board shall normally be held on the second Tuesday of each month at 6:00 p.m. When the Board President determines it necessary, or at the request of two Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.</p>
<b>Special or Emergency Meetings</b>	<p>The Board President shall call special meetings at his or her discretion or at the request of the Superintendent.</p> <p>The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.</p>
<b>Agenda</b>	<p>The deadline for submitting items for inclusion on the agenda is the 14th calendar day before regular meetings and the 14th calendar day before special meetings.</p>
<b>Deadline</b>	
<b>Preparation</b>	<p>In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.</p> <p>Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.</p>
<b>Notice to Members</b>	<p>Members of the Board shall be given notice of regular and special meetings at least 72 hoursthree business days prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.</p>
<b>Closed Meeting</b>	<p>Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.</p>

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

**Order of Business**

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

**Rules of Order**

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

**Voting Record Vote**

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

**Consent Agenda**

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

**Minutes**

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

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

**Discussions and Limitation**

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

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time

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BOARD MEETINGS

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limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

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

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

**Disruption**

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

<b>Employment Assistance Prohibited</b>	<p>No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.</p> <p>No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.</p> <p>[See also DC for prohibitions relating to employees.]</p>
<b>Prohibited Classroom Instruction or Activities</b>	<p>A District contractor is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB(LEGAL)]. Violation of this policy shall result in termination of the contract. A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).</p>
<b>Prohibition on Diversity, Equity, and Inclusion</b>	<p>A contract is subject to termination if the District contractor intentionally or knowingly:</p> <ul style="list-style-type: none"><li>• Engages in diversity, equity, and inclusion (DEI) duties.</li><li>• Assigns to another individual DEI duties.</li></ul> <p>A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).</p> <p>[See BT(LEGAL)]</p>

CONTRACTED SERVICES  
~~CRIMINAL HISTORY~~ BACKGROUND CHECKS AND REQUIRED REPORT-  
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CJA  
(LOCAL)

**Emergencies**

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

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

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BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT  
FLAGREQUIRED DISPLAYS

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(LOCAL)

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

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

**Training**      The Board delegates to the Superintendent the authority to:

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

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

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

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

<b>Building Access Control</b>	<p>Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.</p> <p>The Superintendent shall ensure that the findings of the weekly inspections are:</p> <ol style="list-style-type: none"><li>1. Reported to the District safety and security committee; and</li><li>2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.</li></ol> <p>The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.</p> <p>The results of the weekly reports shall be kept for review as part of the required safety and security audit.</p> <p>The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]</p>
<b>Designation and Use of Private Spaces</b>	<p>The Board shall ensure that the Superintendent, or appropriate staff as determined by the Superintendent, designates private spaces in accordance with law.</p> <p>The Superintendent shall develop administrative regulations to ensure compliance with law and policy regarding the use of private spaces in District facilities.</p>

<b>Compliance with Law</b>	The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.
<b>Construction Contracts</b>	Except when using the competitive bidding method, prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000 the competitive purchasing threshold established in law. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]
	For construction contracts valued at or above \$75,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]
<b>Initial Phase</b>	Bidding for District construction projects for which the architect is contracted shall be handled by the architect, who will be responsible for receiving and recording all bonds, deposits, and other documents as required. Performance and pay bonds in the amount of the estimated cost of the project shall be required before contracts for construction are signed.
	<b>Note:</b> For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).
<b>Change Orders</b>	Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.  Change orders valued at or above \$75,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.  In all change orders, the District's architect shall give a written cost estimate of the proposed change and submit it to the administration. The signature of the Superintendent or designee shall be required before a change order may be executed.
<b>Emergency</b>	When emergencies arise that require an immediate response, the architect may issue a field order when the amount in question is

not over \$1,000. However, a cost estimate shall be submitted and verbal approval given by the Superintendent or designee before proceeding. The field order shall then be followed by a written change order as indicated above.

<b>Project Administration</b>	All construction projects shall be administered by the Superintendent or designee.
	The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.
<b>Certificates of Payment</b>	The architect shall certify all bills before payment is made and shall issue a certificate of payment outlining the amounts due the contractor. All work shall be performed to the satisfaction of the architect before payment is made. The signature of the Superintendent shall be required on all certificates of payment.
<b>Final Payment</b>	The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

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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 Disclosure —**  
**General Standard**

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.

**Sales**

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(LOCAL)

<b>Nonschool Employment</b>	An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.
<b>Private Tutoring</b>	An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.
<b>Personal Services Performed by an Administrator</b>	An administrator, as defined in law, shall not receive any financial benefit for the performance of personal services except as permitted by and in accordance with law.
	An administrator, other than a Superintendent or an assistant superintendent, who wishes to seek Board approval to perform personal services permitted by law shall submit that request to the Superintendent in accordance with administrative regulations.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

<b>Leave Administration</b>	The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.
<b>Definitions</b>	The term "immediate family" is defined as:
<b>Immediate Family</b>	<ol style="list-style-type: none"><li>1. Spouse.</li><li>2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands <i>in loco parentis</i>.</li><li>3. Parent, stepparent, parent-in-law, or other individual who stands <i>in loco parentis</i> to the employee.</li><li>4. Sibling, stepsibling, and sibling-in-law.</li><li>5. Grandparent and grandchild.</li><li>6. Any person residing in the employee's household at the time of illness or death.</li></ol>
<b>Family Emergency</b>	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).
<b>Leave Day</b>	The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.
<b>School Year</b>	A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.
<b>Daily Rate of Pay</b>	A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.
<b>Catastrophic Illness or Injury</b>	The "daily rate" of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee's annual salary by the number of duty days in the employee's contract year.
<b>Catastrophic Illness or Injury</b>	A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions

relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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

<b>Availability</b>	The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.
<b>State Leave Proration</b>	If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.  If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.
<b>Medical Excuse</b>	An employee shall submit a medical excuse if the employee is absent more than the allowable limit established in administrative regulations for a personal illness or an illness of a member of the employee's immediate family.
<b>Medical Certification</b>	An employee shall submit medical certification of the need for leave if: <ol style="list-style-type: none"><li>1. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or</li><li>2. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.</li></ol> In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]
<b>State Personal Leave</b>	The Board requires employees to differentiate the manner in which state personal leave is used.
<b>Nondiscretionary Use</b>	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)

<b>Discretionary Use</b>	Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.
<b>Request for Leave</b>	In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.
<b>Local Leave</b>	<p>Each employee shall earn five, six, or seven paid local leave days per school year based on the number of months of service required for the position and 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 personal leave. [See State Personal Leave, above]</p>
<b>Mental Health Leave</b>	<p>A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of 10 days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.</p> <p>The Superintendent shall develop regulations regarding mental health leave that address the following:</p> <ol style="list-style-type: none"><li>1. Circumstances or reasons under which an eligible employee may use mental health leave;</li><li>2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;</li><li>3. The administrator authorized to approve requests for mental health leave; and</li><li>4. Other procedures deemed necessary for administering this provision.</li></ol>
<b>Quarantine Leave</b>	<p>A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.</p> <p>The Superintendent shall develop regulations regarding quarantine leave that address the following:</p>

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

**Line of Duty Illness or Injury Leave of Absence**

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

**Local Sick Leave Transfer Program**

An employee who has exhausted all paid leave and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family, that is, spouse, child, parent, or sibling, may request the establishment of a local sick leave transfer program, to which District employees may donate only local leave for use by the eligible employee.

If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request for transferred days.

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

The Superintendent or designee shall develop regulations for the implementation of the sick leave transfer program that address the following:

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

**Appeal**

All decisions regarding the establishment or implementation of the District's sick leave transfer program may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

<b>Workers' Compensation</b>	<p><b>Note:</b> Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p>
<b>No Paid Leave Offset</b>	<p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
<b>Court Appearances</b>	<p>The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]</p>
<b>Payment for Accumulated Leave Upon Retirement</b>	<p>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.</p> <p>The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program, the 2023-24 school year.</p> <p>The employee shall receive payment for each day of accumulated local leave at one-half of the employee's daily rate. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.</p> <p>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.</p> <p>Eligibility requirements for an employee receiving payment for accumulated leave upon retirement can be found in administrative regulations.</p>
<b>Payment for Accumulated Leave Upon Separation</b>	<p>The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program, the 2023-24 school year.</p> <p>The employee shall receive payment for each day of accumulated local leave at one-half of the employee's daily rate. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.</p> <p>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.</p> <p>Eligibility requirements for an employee receiving payment for accumulated leave upon separation can be found in administrative regulations.</p>

Eagle Pass ISD  
159901

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

DATE ISSUED: 4/11/2024  
4/6/2025  
LDU 2024.04 UPDATE 126  
DEC(LOCAL)-X

Adopted:  
4/4/2024

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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:
	<ol style="list-style-type: none"><li>1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.</li><li>2. Failure to fulfill duties or responsibilities.</li><li>3. Incompetency or inefficiency in the performance of duties.</li><li>4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.</li><li>5. Insubordination or failure to comply with official directives.</li><li>6. Failure to comply with Board policies or administrative regulations.</li><li>7. Excessive absences.</li><li>8. Conducting personal business during school hours when it results in neglect of duties.</li><li>9. Reduction in force because of financial exigency. [See DFFA]</li><li>10. Reduction in force because of a program change. [See DFFB]</li><li>11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]</li><li>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.</li><li>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.</li><li>14. Failure to meet the District's standards of professional conduct.</li><li>15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime</li></ol>

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

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

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

Recommendations from Administration	Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.
Superintendent's Recommendation	The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.
Notice of 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 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.

**Request for Hearing**

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in 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, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

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

**Hearing by the Board**

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

**Hearing Procedures**

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

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.

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

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

**Board Decision**

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

**Hearing by an  
Attorney Designated  
by the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses 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

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TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

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.

<b>Complaints</b>	In this policy, the terms "complaint" and "grievance" shall have the same meaning.
<b>Other Complaint Processes</b>	Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process has been followed: <ol style="list-style-type: none"><li>1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with the DIA series.</li><li>2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with the DIA series.</li><li>3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with the DIA series.</li><li>4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.</li><li>5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.</li><li>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.</li><li>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.</li></ol>
<b>Notice to Employees</b>	The District shall inform employees of this policy through appropriate District publications and on the District's website.
<b>Guiding Principles Informal Process</b>	<p>The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate campus or District administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p> <p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.</p>

<p><b>Direct Communication with Board Members</b></p> <p><b>Employees shall not be prohibited from communicating with a member of the Board regarding District operations</b></p> <p><b>Except where communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee</b></p> <p><b>Filing Deadlines</b></p>	<p>If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must file a complaint within 15 business days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.</p> <p>All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.</p> <p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p><del>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</del></p> <p><del>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level. The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.</del></p> <p>The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.</p> <p>If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p>
<p><b>Option to Continue Informal Process</b></p>	<p>Even after initiating the formal complaint process, the employee is encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p>

<b>Notice of Complaint</b>	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
<b>Freedom from Retaliation</b>	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
<b>Whistleblower Complaints</b>	Whistleblower complaints shall be filed within the time specified by law and may be made to the <del>Superintendent or designee</del> beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
<b>Complaints Against Supervisors</b>	Complaints alleging a violation of law by a supervisor may be made to the <del>Superintendent or designee</del> . Complaint forms. Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.
<b>Direct Communication with Board Members</b>	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.
<b>General Provisions</b>	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, <del>including email and fax</del> , or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three business days after the deadline.
<b>Scheduling Conferences/Hearings</b>	The District shall make reasonable attempts to schedule <del>conferences</del> hearings at a mutually agreeable time. If the employee fails to appear at a scheduled <del>conference</del> hearing, the District may hold the <del>conference</del> hearing and issue a decision in the employee's absence.
<b>Response At Levels One and Two, "response" Decision</b>	A "decision" shall mean a written communication to the employee from the appropriate administrator. Responses that provide an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be

provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

**Days** ~~"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."~~

**Representative** ~~Repr  
esentative~~   
"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 the employee in the complaint process.

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

**Consolidating Complaints** ~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from any an event or series of events that have been or could have been addressed in a previous complaint.~~

~~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.~~

**Untimely Filings** ~~All time limits shall be strictly followed unless modified by mutual written consent.~~

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the~~

~~dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.~~

~~Costs Incurred~~ related events shall be consolidated.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and  
Appeal Forms

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

Copies of any documents that support the complaint should be attached to included with the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference hearing. 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 hearing, the employee may supplement the record with additional documents or include additional claims.

Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.

Remand

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing. Re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.

If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.

Assignment of  
Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Investigation

The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.

<b>Audio Recording</b>	As provided by law, an employee shall be permitted to make an audio recording of a <del>conference or hearing</del> 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.
<b>Complaint Levels</b>	<b>Complaint forms must be filed:</b>  <b>Level One</b> <p><del>8. 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</del></p> <p><del>9. With the lowest level administrator who has the authority to remedy the alleged problem.</del></p> <p><del>In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.</del></p> <p><del>Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator</del>At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.</p> <p>The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.</p>
<b>DATE ISSUED:</b> 5/11/14/2024 <b>UPDATE:</b> 6/11/2024 <b>DGBA(LOCAL)-XA</b>	<b>Adopted:</b> <b>6/11/2024</b>

Level Two

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

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

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

The Level One record shall include:

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

~~The Superintendent or designee shall schedule a conference within ~~ten~~hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The conference shall be limited to the issues and 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~~hearing officer may set reasonable time limits for the hearing.

~~The Superintendent or designee~~hearing officer shall provide the employee a ~~written~~ ~~response~~decision within ~~ten~~20 calendar days following the ~~conference~~hearing. In reaching a decision, the ~~Superintendent or designee~~hearing officer may consider the Level One record, any additional information provided ~~at~~ prior to the Level Two ~~conference~~hearing, and any other relevant documents or information the ~~Superintendent or designee~~hearing officer believes will help resolve the complaint.

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

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

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

**Board's Option** ~~The Superintendent or designee shall inform the employee of whether the complaint will be on the agenda of a Board meeting, or at the Board's option, will be heard by the Board's designee. 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.~~

**Documentation and Procedures** ~~The Superintendent or designee shall provide the Board, and its designee when appropriate, Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.~~

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

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

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

The Superintendent 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 Any other documents submitted by the employee at Level Two.
- 3.4. The decision issued at Level Two and any attachments.
- 4.5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The 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.~~

**Open or Closed Meeting**

~~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]~~

**Time Limits and Guidelines**

~~The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]~~

~~At the meeting, 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 or its designee shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~

**Board's Designee Recommendation**

~~If the Board's designee heard the appeal, he or she shall make a recommendation to the Board at the first regular meeting following the hearing that affords adequate time to prepare a written recommendation. The employee shall be provided a copy of the recommendation before the meeting and shall be given an opportunity at the meeting to respond to the recommendation.~~

**Recording Presentation**

~~In addition to any other record of the Board meeting required by law, the Board members.~~

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

**Board's Decision** The Board or Board committee shall then consider the complaint or the decision of its designee. 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. It shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

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]

**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, DCE, 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 the CKE series];
2. A District employee who holds a Texas-handgun license in accordance with state laws 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

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

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 relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

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.
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.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.