

**Notice of Board Work Session
by Videoconference or Telephone Call
Board of Trustees
Thursday, May 7, 2026**

A Board Work Session of the Board of Trustees will be held on Thursday, May 7, 2026, beginning at 6:00 PM, Boardroom of the Mark Henry, Ed.D. Administration Building, 11440 Matzke Road, Cypress, Texas 77429.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Members of the public may access this meeting and or provide public comments as identified below:

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Notice of this meeting was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building on May 4, 2026, at 7:30 a.m.

MEETING OPENING

1. Call to Order

2. Invocation and Pledge of Allegiance

3. District's Vision and Mission Statement

4. Recognitions and Awards Announcements

A. The Superintendent will make remarks and announcements regarding the honors and achievements earned by staff and students in recent weeks and provide information regarding district and community events or items of interest.

B. The Board will recognize a CFISD business partner for their outstanding contribution to the district.

C. The Board will recognize the Grand and Reserve Champions named at the 2026 CFISD Livestock Show.

D. The Board will recognize Mike and Darlene Jarrar of Jarrar & Company Inc. as the winners of the Volume Buyer Buckle for the 2026 CFISD Livestock Show.

E. The Board will recognize the recipient of the Debbie Blackshear District FFA Member of the Year Award, along with nominees for this award.

MEETING AGENDA

5. Public Comments

A. Agenda

Comments

Per BED (Local), patrons may address the Board during any Board Meeting under Agenda Comments regarding items listed on the agenda for that meeting. Individuals must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under each agenda item listed for that meeting on the district website. This electronic speaker form must be completed in its entirety. Agenda Comments will generally be heard before each agenda item to be discussed or considered by the Board unless rearranged by the Board President. Any registered speaker who is absent from the meeting at the time for Agenda Comments forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

B. Citizen

Participation

Per BED (Local), patrons may address the Board during the Regular Board Meeting under Citizen Participation on any matters of interest or concerns that are not posted agenda items. Individuals may only register to speak one time per meeting and must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under the Citizen Participation heading in the agenda for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Citizen Participation forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

CITIZEN PARTICIPATION WILL BE HEARD AT THE REGULAR BOARD MEETING ON MONDAY, MAY 11, 2026.

6. Reports

- A. The administration will provide a report on the 2025-2026 Cypress-Fairbanks ISD Demographic Study completed by Population and Survey Analysts (PASA).
- B. The administration will provide an update on the general operating budget.
- C. The administration will provide a written report of the School Health Advisory Council (SHAC) annual activities.
- D. The administration will provide a report on compliance with SB 546.

7. Consent Items

- A. The Board will consider approving the minutes of the April 13, 2026, Regular Board Meeting.
- B. The board will consider approving the budget amendments for the period of January 1, 2026 through March 31, 2026.
- C. The Board will consider approving on second reading the additions, revisions, or deletions to district policies:
 - 1. DBD (Local) - Employment Requirements & Restrictions: Conflict of Interest (Revise)
 - 2. DC (Local) - Employment Practices (Revise)
 - 3. DEC (Local) - Compensation & Benefits: Leaves and Absences (Revise)
 - 4. DFBB (Local) - Term Contracts: NonRenewal (Revise)
 - 5. FFB (Local) - Student Welfare: Crisis Intervention (Revise)
 - 6. FFF (Local) - Student Welfare: Student Safety (Revise)
- D. The Board will consider granting a landscape facilities maintenance easement to Harris County Municipal Utility District No. 166.

E. The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.

1. CFISD Student Technology Safety and Digital Wellness Platform

2. Mobile Pump and Fill Station for Nutrition Services

3. Print Shop Equipment Leases, Monthly Maintenance Components and Click Charges

8. **Non-Consent Items**

A. The Board will consider approving on first reading the additions, revisions, or deletions to district policies:

1. BBD (Local) - Board Members: Training & Orientation (Revise)

2. BBFA (Local) - Ethics: Conflict of Interest Disclosures (Revise)

3. BDB (Local) - Board Internal Organization: Board Committees (Revise)

4. BDF (Local) - Board Internal Organization: Advisory Committees (Add)

5. CJ (Local) - Contracted Services (Revise)

6. CJA (Local) - Contracted Services: Background Checks & Required Reporting (Revise)

7. CKC (Local) - Safety Program/Risk Management: Emergency Plans (Revise)

8. CQB (Local) - Technology Resources: Cybersecurity (Revise)

9. CSA (Local) - Facility Standards: Safety & Security (Add)

10. CV (Local) - Facilities Construction (Revise)

11. EED (Local) - Instructional Arrangements: Student Schedules (LDU Revise)

12. FEF (Local) - Attendance: Released Time (Add)

13. GKA (Local) - Community Relations: Conduct on School Premises (Revise)

B. The Board will receive legal advice from the general counsel on a matter in which the ethical duty of the general counsel to the Board of Trustees clearly conflicts with chapter 551 of the Texas Government Code; on status of pending litigation in Nathan v. Alamo Heights Independent School District, No. 25-50695 (5th Cir. Apr. 21, 2026); and pending litigation and consideration of a settlement agreement in Administrative Hearing Cause 25-0281-K; Cypress-Fairbanks Independent School District vs. Texas Department of Health & Human Services. [This item will be discussed in closed session.]

C. The Board will consider making a determination that good cause did not exist as required by law for Sonia Schlueter and Rachael Walker to resign their respective employment contracts. [This item may be discussed in closed session.]

D. The Board will consider the superintendent's recommendation to extend the third-year Chapter 21 probationary contract for teacher James Lea and approve a fourth-year probationary contract pursuant to Texas Education Code 21.102(c) and Board policy DCA (Legal). [This item will be discussed in closed session.]

E. The district will consider a Level IV appeal (M. Jackson) of a Level III decision. [The Board will consider and take action on Thursday, May 7, 2026. This item will be discussed in closed session.]

F. The Board will consider approving the superintendent's recommendation to give notice to Mary Jackson that her employment with the District under a probationary contract is terminated at the end of the contract and authorize the President of the Board to notify Mary Jackson of the action pursuant to 21.103 of the Texas Educator Code. [The Board will consider and take action on Monday, May 11, 2026. This item may be discussed in closed session.]

9. **Discussion**

A. The administration will discuss Districtwide Intruder Detection Audit Report findings and corrective actions. [This item may be discussed in closed session.]

10. **Board**

Comments

Board members may make comments during this portion of the agenda regarding student achievement, district progress and data, community input and concerns, observations from school visits, meetings and conferences attended, district and community events and initiatives, or continuing education. The Board may not take action on items discussed.

11. Closed

Session

If, during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to any item included in this notice, then such closed session as authorized by Section 551.001 of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 through 551.084, of the Open Meetings Act.

A. There will be a Closed Session in accordance with Government Code Section 551.001 et. seq.

B. Section 551.071	C. For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law. For the purpose of consultation with the district's attorney concerning matters on which the attorney's duty to the district under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings laws.
D. Section 551.072	E. For the purpose of discussing the purchase, exchange, lease or value of real property.
F. Section 551.073	G. For the purpose of considering a negotiated contract for a prospective gift or donation.
H. Section 551.074	I. For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
J. Section 551.076	K. To consider the deployment, or specific occasions for implementation, of security personnel or devices.
L. Section 551.0821	M. For the purpose of deliberating a matter regarding a public-school student if personally identifiable information about the student will necessarily be revealed.
N. Section 551.082	O. For the purpose of considering discipline of a public-school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
P. Section 551.083	Q. For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by section 13.901 of the Texas Education Code.
R. Section 551.084	S. For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

12. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

On May 4, 2026, 7:30 a.m., this notice was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building.

For the Board of Trustees

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

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

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.

Disclosure—General Disclosure — General Standard

An employee shall disclose in writing 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]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

Endorsements

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

Sales

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

Nonschool Employment

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

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, 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

During the school year, an employee shall not privately tutor for pay a student the employee also teaches or serves. An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay. The employee's principal or supervisor shall determine if the private tutoring creates a conflict of interest with the proper discharge of the employee's assigned duties and responsibilities.

Private Service Provider

During the school year, an employee shall not provide private services, such as child care or respite care, for pay for a student the employee also teaches or serves. An employee must disclose in writing to his or her immediate supervisor any private services for pay for any other District student. The employee's principal or supervisor shall determine if the outside employment creates a conflict of interest with the proper discharge of the employee's assigned duties and responsibilities.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

Personal Services Performed by an Administrator

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

An administrator, other than a Superintendent or an [associate or 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.

Personnel Duties

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.

~~Diversity, Equity,
and Inclusion Duties
Prohibited~~

~~Unless required by state or federal law, the District may not assign diversity, equity, and inclusion duties to any person and shall prohibit a District employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the District.~~

Definition

~~For purposes of this policy, "diversity, equity, and inclusion duties" means:~~

- ~~1. Influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws;~~
- ~~2. Promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity;~~
- ~~3. Developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation except:
 - ~~a. For the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with school districts or open-enrollment charter schools; or~~
 - ~~b. As necessary to comply with state or federal law; and~~~~
- ~~4. Compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement; or~~
- ~~5. Giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement.~~

~~The definition does not include:~~

- ~~1. Contracting with historically underutilized businesses or businesses owned by members of a minority group or by women in accordance with applicable state law;~~
- ~~2. Acknowledging or teaching the significance of state and federal holidays or commemorative months and how those holidays or months fit into the themes of history and the stories of this state and the United States of America in accordance with the essential knowledge and skills adopted under Subchapter A, Chapter 28;~~
- ~~3. Analyzing school-based causes and taking steps to eliminate unlawful discriminatory practices as necessary to address~~

~~achievement gaps and differentials described by Section 39.053;~~

~~4. Instructing students consistent with essential knowledge and skills adopted by the State Board of Education;~~

~~5. Collecting, monitoring, or reporting data; or~~

~~6. Engaging in a policy, practice, procedure, program or activity intended to enhance student academic achievement or post-graduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity.~~

Posting Vacancies

The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Employing Related Employees

In all cases involving employment, fair and equitable hiring practices shall be observed. Persons responsible for employment in the District shall avoid any act or practice that might be interpreted as preferential consideration shown a relative.

No spouse of the Superintendent, an associate superintendent, or the assistant superintendent of human resources shall be employed by the District. If a current employee is promoted to the position of Superintendent, associate superintendent, or assistant superintendent of human resources, the continued employment of the spouse shall be considered on an individual, case-by-case basis.

The provisions of this policy shall not apply to persons employed before the adopted date of this policy revision, but the administration should direct efforts to eliminate those situations that would not meet these guidelines as circumstances permit.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

Assignment Identification on Contracts

In most circumstances, contracts shall not be for specific assignments but shall indicate employment as "teacher," "administrator," or other general employment category.

Selection, Employment, and Dismissal of Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

EMPLOYMENT PRACTICES

DC
(LOCAL)

The Board delegates to the Superintendent the final authority to hire contractual (professionals and paraprofessionals) and noncontractual personnel, except those identified immediately below. The term "hire" shall mean the initial employment of a person or rehire after a break in previous employment with the District. All other actions regarding the contracts of current employees shall be taken according to applicable Board policy. [See also BJA] In addition, the Board delegates to the Superintendent the authority to dismiss ancillary and annual contract employees, in accordance with DCD(LOCAL) and DCE(LOCAL).

Exceptions Final authority for selection and employment of the Superintendent, internal auditor, and general counsel shall be retained by the Board.

All selection and employment decisions made by the Superintendent shall be made in accordance with District policies, procedures, and practices.

Campus / District Hiring

For campus teacher and staff employments, it shall be the responsibility of the principal to approve appointments from a pool of applicants selected by the District or of applicants who meet the hiring requirements established by the Superintendent. One of the hiring requirements is to have on file one or more positive references for the candidate that is (are) deemed appropriate and acceptable to the Superintendent for the position being filled.

Procedures for Hiring Students

The hiring of students shall be exempt from local policy requiring the posting of job openings.

The Superintendent or designee shall approve the hiring of any student and shall determine his or her placement in the pay system.

The director of ancillary personnel shall be responsible for providing the necessary hiring procedures and shall also be responsible for ensuring that the District is in compliance with state and federal laws with respect to the employment of minors.

The associate superintendent for business services shall be responsible for providing the accounting and payroll reporting procedures.

Criminal History Record

The District shall obtain criminal history record information on a person the District intends to employ. [See DC(LEGAL)]

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

EMPLOYMENT PRACTICES

DC
(LOCAL)

Resignations

The Superintendent or designee shall have authority to accept the written resignation of any employee, including employees hired under provisions of the Education Code Chapter 21. [See DFE]

**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.]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Definitions

Family	<p>The term “immediate family” is defined as:</p> <ol style="list-style-type: none">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 <i>in loco parentis</i>.3. Parent, stepparent, parent-in-law, or other individual who stands <i>in loco parentis</i> 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. <p>To confirm a family relationship, the District may require the employee using leave to provide reasonable documentation, such as a child’s birth certificate, a marriage license, a court order, or a sworn statement from the employee.</p>
Family Emergency	<p>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.</p>
Leave Day	<p>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.</p>
<u>Daily Rate of Pay</u>	<p><u>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.</u></p>
Catastrophic Illness or Injury	<p>A catastrophic illness or injury is a life-threatening 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 and, if applicable, vacation days, earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.</p>
Line of Duty Eligible Action	<p>An eligible action taken in the line of duty for the purposes of law enforcement line of duty leave is defined as a reasonable, lawful, and authorized law enforcement action required by or authorized because the employee is a commissioned police officer on duty for</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

the District. An eligible action does not include illness or injury resulting from routine or administrative duties not specific to law enforcement that occur during the course of employment.

Availability

In accordance with administrative regulation DEC(REGULATION), the District shall make state personal leave and local leave for the current year available for use at the beginning of the fiscal year.

Earning Local Leave

An employee using full or proportionate paid leave shall be considered to be in paid status.

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.

Recording

The following is provided to allow for absences of less than a full day for professional employees:

1. If a professional employee is absent more than three instructional periods or three hours of the day, he or she shall be charged with a full leave day of absence.
2. If a professional employee is absent two or three instructional periods, he or she shall be charged with one-half leave day of absence from duty.
3. Conference or planning periods shall be counted as periods of employment.
4. For the purpose of this provision, elementary schools and support facilities may use hours in the workday in lieu of instructional periods.

The following is provided to allow for absences of less than a full day for hourly and paraprofessional employees:

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

1. If a paraprofessional employee is absent in excess of 50 percent of his or her workday, the absence shall be charged as one full leave day.
2. If a paraprofessional employee is absent up to 50 percent of his or her workday, the absence shall be charged as one-half leave day.
3. If an hourly employee is absent a portion of his or her workday, the employee shall be charged for the absence on an hourly basis.

If an employee is taking intermittent Family and Medical Leave Act (FMLA) leave, leave shall be recorded in one-hour increments.

Order of Use

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

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

1. Local leave.
2. State sick leave accumulated before the 1995-96 school year.
3. Vacation, if applicable.
4. State personal leave.

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 employees to use accrued compensatory time concurrently with unpaid FMLA leave. The District shall then require employees to use accrued paid leave concurrently with unpaid FMLA leave, unless the employee is a classroom teacher who elects in writing to solely use unpaid FMLA leave for an absence due to pregnancy or the birth or adoption of a child. Temporary disability leave shall apply after FMLA leave is exhausted.

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 reason for absence if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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)]

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

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)]

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

Limitations
Request for Leave 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. Discretionary use of state personal leave shall be granted on a first-come, first-served basis on each campus or within each department.

Duration of Leave Discretionary use of state personal leave shall not exceed three consecutive workdays except when used under the student teaching leave provisions for paraprofessional and ancillary employees.

Local Leave All employees shall earn five paid local leave days per school year, in accordance with administrative regulation DEC(REGULATION), for the first 187 workdays of employment.

Employees in positions requiring more than 187 workdays per year shall earn additional local leave days, in accordance with administrative regulation DEC(REGULATION).

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Local leave shall accumulate without limit.

Local leave may be used under the student teaching leave provisions for paraprofessional and ancillary employees.

Unless expressly stated otherwise in this policy, local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year. [See DEC(LEGAL)]

Sick Leave Bank |

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

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

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.

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

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

**Emergency Closure
Leave**

All eligible employees shall receive 10 leave days of emergency closure leave per fiscal year, in accordance with administrative regulation DEC(REGULATION). Emergency closure leave shall not carry over beyond the fiscal year in which it is allocated. Emergency closure leave may only be used if the Superintendent, in accordance with EB(LOCAL), has closed the District, individual campus(es), or facility as a result of a local, regional, or national disaster, epidemic, or other emergency condition resulting in the unplanned closure of the District, individual campus(es), or facility.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Compensation
During Closure

Employees who are required to work during an emergency closure of the District or their respective campus(es) or facility shall be compensated in accordance with DEA(LOCAL) and DEA(REGULATION).

Parental Bonding

Local leave and/or state non-discretionary personal leave to a maximum of 10 leave days may be used by an employee for bonding with a child 12 months of age or younger. Paid leave for bonding shall not be granted in conjunction with the provisions of paid leave for adoption or foster care placement for more than a total of 30 days of paid leave. Use of paid leave for parental bonding under this paragraph shall run concurrently with leave under the FMLA, if applicable.

Adoption / Foster Care

Local leave and/or state non-discretionary personal leave to a maximum of 30 leave days may be used for primary care of an adopted child or for the placement of a child with the employee for foster care if the child is 60 months of age or younger. If both parents of the child are employed by the District, the District shall permit combined paid leave for this purpose to a total of 30 days. Use of paid leave for adoption/foster care under this paragraph shall run concurrently with leave under the FMLA, if applicable.

Mental Health Leave

An employee is eligible for up to three days of mental health leave through administrative leave with pay, granted in response to a traumatic event that occurred in the scope of the employee's employment with the District, as defined in DEC(REGULATION). Mental health leave is provided without a deduction in salary or other leave. Requests for mental health leave must be submitted in writing to the employee's immediate supervisor within seven calendar days of the traumatic event. Mental health leave requests shall be treated with confidentiality.

Assault Leave

An eligible employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from all physical injuries sustained as a result of the assault, for up to two (2) years from the date of injury. A District employee is physically assaulted if the person engaging in the conduct causing injury to the employee:

1. Could be prosecuted for assault; or
2. Could not be prosecuted for assault only because the person's age or mental capacity makes the person not responsible for purposes of criminal liability.

Assault Leave runs concurrent with any other eligible leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

An employee is considered recuperated from physical injuries sustained once the employee can return to duty with or without accommodations, unless doing so would worsen an injury or additional leave would facilitate the healing process.

**Communicable
Disease Leave for
Peace Officers**

A commissioned peace officer employed by the District as a police officer pursuant to CKEA(LOCAL) is eligible for quarantine or isolation leave if the officer in the scope of employment is:

1. Exposed to or contracts a communicable disease defined as a notifiable condition by the Texas Department of State Health Services in Title 25 of the Texas Administrative Code Section 97.3; and
2. Is ordered by the chief of police or the Harris County Public Health Department to quarantine or isolate as a result of the notifiable condition. The communicable disease leave for District police officers under this provision is provided without a deduction in salary or other leave.

If a District police officer is ordered to quarantine by the Harris County Public Health Department under this provision, the officer is eligible for reimbursement for reasonable costs of lodging and meals for the ordered quarantine in accordance with DEC(REGULATION) and District policy.

**Law Enforcement
Line of Duty Leave**

A commissioned peace officer employed by the District as a police officer pursuant to CKEA(LOCAL) is eligible for law enforcement line of duty leave for physical illness or injury resulting from an eligible action taken while on duty. For up to one year, days of law enforcement line of duty leave may not be deducted from the officer's personal leave. In the event an officer also qualifies for assault leave under this policy, the officer will also be placed on assault leave, which shall run concurrently with law enforcement line of duty leave.

Following exhaustion of law enforcement line of duty leave, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. However, the officer may utilize and any other eligible leave for which the officer qualifies under this policy (i.e., assault leave) or use accumulated personal leave and in accordance with DEC(REGULATION). Injuries or illness resulting from routine or administrative duties not specific to a law enforcement action that occur during employment may be covered by other leave or benefit entitlements for which the officer qualifies and is eligible.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Other Absences	Any other release time granted or approved days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD]
Family and Medical Leave	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. <u>The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.</u>
Twelve Month Period	
<u>Concurrent Use of Paid Leave</u>	<u>FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable, except as provided below.</u>
<u>Exception</u>	<u>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.</u>
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 the use of intermittent or reduced schedule FMLA leave for the care of a newborn child or 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	<p>If an employee requests or is placed on leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]</p> <p>When the need for leave is foreseeable, the employee must return the completed medical certification to the human resources department within 15 calendar days of receiving the form. The health-care provider must describe the appropriate medical facts regarding the person's health condition. Failure to return the forms on a timely basis, or submission of incomplete forms, may result in a delay or denial of leave and could result in the employee's absence being designated as unexcused and unprotected.</p> <p>The employee shall provide subsequent medical certification every 30 days except as provided by FMLA regulations.</p>
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.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

The medical certification shall contain a statement about the employee's ability to perform essential job functions. Failure to provide the certification may result in a delay or denial of restoration of employment. The costs associated with obtaining the certification shall be the employee's responsibility. The fitness-for-duty requirement shall not apply to employees returning from intermittent or reduced schedule leave.

An employee shall give notice of the intent to return to duty before expiration of the FMLA leave. The employee ordinarily shall give notice two business days before his or her projected date of return in order to minimize potential workplace disruption and to allow for the smooth transition of assignments from other employees to the returning employee.

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

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

A contract employee on temporary disability leave shall notify the Superintendent or designee of the desire to return to active duty at least 30 days prior to the expected date of return. The notice must include a fitness-for-duty certification.

A contract employee returning from temporary disability leave during the last month of service of a contract period must return a minimum of 10 workdays prior to the end of the contract period.

Contract Employees — Certified Educators Any full-time contract employee whose position requires educator certification by the State Board of Educator Certification (an "educator") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, have been exhausted, whichever is greater.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another location may voluntarily approve the appointment of an educator who wishes to return from leave of absence. However, if no other principal approves the assignment of the educator by the beginning of the next school year, the District must place the educator at the school where the educator formerly taught or was assigned.

Contract Employees
— Noncertified
Positions

Other full-time contract employees (a "full-time employee") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, have been exhausted, whichever is greater.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]

The District shall make an effort to place a full-time employee returning to active duty after a leave of absence for temporary disability in an assignment at the school or work location where the full-time employee formerly worked, subject to the availability of the same or a similar position. In any event, the full-time employee shall be placed on active duty no later than the beginning of the next school year; however, the assignment may not be in the same or a similar position.

Noncontract
Employees

The District may grant a noncontract employee a leave of absence for temporary disability for a maximum of 60 workdays per 12-month period or until all paid leave is exhausted, whichever is greater. A 12-month period is measured backward from the date the employee was granted temporary disability.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]

A noncontract employee returning to active duty after a leave of absence for temporary disability shall be assigned to his or her former position, subject to the availability of the position. In the event the former position is no longer available, the employee shall be assigned to the first available comparable or similar position. If a comparable or similar position does not become available within six weeks from the employee's request to return to active duty, the District shall have no further obligation to return the employee to duty; and the employee's employment shall be terminated.

A noncontract employee unable or unwilling to return to work at the conclusion of temporary disability leave and exhaustion of all available leave shall be terminated.

**Workers'
Compensation**

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.]

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.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use accumulated paid leave instead of receiving weekly income benefits.

An employee choosing to use paid leave shall not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-injury or pre-illness wage. If the employee does not elect to use paid leave, the employee shall receive workers' compensation wage benefits only, which may not equal his or her pre-injury or pre-illness wage.

Jury Duty

An employee shall be granted leave with pay and without loss of paid leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for this service.

**Other Court
Appearances**

An employee shall be granted leave with pay and without loss of paid leave for absences due to compliance with a valid subpoena in the following circumstances:

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

1. The employee, who is not a party to the litigation, is ordered to appear in a legal proceeding pursuant to a lawfully issued subpoena, in accordance with law. [See DEC(LEGAL)]
2. The employee is a defendant in a lawsuit based on actions taken in the course and scope of his or her employment, and the employee is requested by the District's legal counsel to participate in activities and proceedings related to the defense of the lawsuit.
3. The employee is not a party to a lawsuit involving the District but is otherwise requested by the District's legal counsel to provide information, assistance, or testimony in connection with litigation involving the District.

An employee who is a party to non-District litigation or legal proceedings and is absent due to activities and/or proceedings related to the litigation or legal proceedings must use available state personal leave for the absence.

**Professional Study
Leave**

At the recommendation of a professional employee's principal or supervisor and the Superintendent, a leave of absence without pay may be granted by the Superintendent or designee for up to one contract year for the purposes of pursuing education study or research that are deemed beneficial to the District. The employee must have been employed by the District for at least three years and hold a term or continuing contract with the District to be eligible to apply.

Return to employment in the position or at the site employed prior to the leave is not guaranteed by the District or the employee. Upon presentation to the District of acceptable documentation of fulfillment of the leave, an employee returning to the District from a professional study leave to the same type of position held immediately prior to the leave shall retain previously accumulated unused local leave, contract status earned in the position held immediately prior to the leave, and career ladder status, if any, in the position held immediately prior to the leave.

**Paraprofessional /
Ancillary Employee
Leave for Student
Teaching**

At the recommendation of a paraprofessional/ancillary employee's principal or supervisor, the Superintendent or designee may grant a leave of absence with or without pay for one semester as identified on the current District school calendar for the purpose of student teaching. Student teaching is defined as on-campus classroom teaching at a District school under the direction of a university supervisor and cooperating teacher.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Reimbursement of
Leave Upon
Retirement**

The paraprofessional/ancillary employee must have been employed by the District for at least three years and be currently enrolled in a program of study leading to a bachelor's degree, teacher certification, and qualification for highly qualified status under federal law.

The District shall not guarantee a return to employment in the same position or at the site employed prior to the leave. A paraprofessional/ancillary employee returning to the District from this leave shall be assigned to a comparable paraprofessional/ancillary position unless selected for a teaching position.

An employee eligible to earn paid leave benefits shall be reimbursed for earned accumulated local leave, state sick leave, and state personal leave if the employee is eligible to retire under the regulations of the Texas Teacher Retirement System (TRS) and submits a letter of resignation giving notice of retirement from the District.

For an employee whose local, state sick, and state personal leave days have been accumulated on less than a full-day (seven-hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is not reduced for early retirement under the TRS Program. If an employee meets the criteria to retire under TRS and another state system, and elects the other retirement system, the employee is eligible for reimbursement of earned accumulated leave upon retirement.
2. Maximum benefits shall only be paid to employees who have been employed by the District for 10 years prior to retirement. Employees who have been employed five to nine years may draw 50 percent to 90 percent of the maximum benefit, respectively.
3. The one-time maximum benefit to an employee shall be \$125 for each unused day of local leave, state sick leave, and state personal leave, not to exceed a maximum of 150 days.
4. This benefit shall be paid to employees who submit their resignation with the intent to retire either:
 - a. At the completion of the semester as identified in the current school calendar; or
 - b. At the completion of their annual work calendar year.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

The last professional day in each semester for teachers may serve as the end of the semester for hourly employees for purposes of retirement and payment of this benefit. An eligible employee who has not completed a full semester as identified by the current school calendar or completed his or her annual work calendar because of medical conditions certified in writing by a physician shall be paid for his or her accumulated leave balance. Benefits shall be paid in the month following the retirement date.

Reasons

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

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

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

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

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
35. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
- ~~34-36.~~ Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

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.

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 of the date and time of the hearing, which shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay.

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.

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.

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Notification to
Teaching Staff of
Threat

As soon as safe and practicable after an administrator or team receives information regarding a threat against a campus, including a threat made through social media, the appropriate administrator or the team shall immediately provide to each member of the teaching staff, including teacher aides, who may be directly affected by the threat a statement containing the following information:

1. The existence of the threat;
2. The nature of the threat; and
3. Any other pertinent detail to ensure student and staff safety.

The Superintendent shall develop administrative regulations to ensure that the required notice is provided to the teaching staff in accordance with law. The administrative regulations may also address notification of other appropriate employees on the affected campus.

Imminent Threats or
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures,

the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom ~~an educator~~ a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the ~~educator~~ individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification (~~SBEC~~) concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an ~~educator's~~ individual's alleged abuse or commission of an otherwise unlawful act with ~~the~~ student or involvement in a romantic relationship, or soliciting or engaging in sexual contact with ~~the~~ student.

**Notice of Suspected
Criminal Offense**

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

CONTRACTED SERVICES

CJ
(LOCAL)

**Employment
Assistance
Prohibited**

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

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

[See also DC for prohibitions relating to employees.]

Prohibited
Classroom
Instruction or
Activities

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

Prohibition on
Diversity, Equity,
and Inclusion

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

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

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

[See BT(LEGAL)]

CONTRACTED SERVICES

CJ
(LOCAL)

**Employment
Assistance
Prohibited**

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

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

[See also DC for prohibitions relating to employees.]

**Prohibited
Classroom
Instruction or
Activities**

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

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

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

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

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

[See BT(LEGAL)]

CONTRACTED SERVICES

CRIMINAL HISTORY BACKGROUND CHECKS AND REQUIRED REPORTING

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.

CONTRACTED SERVICES
BACKGROUND CHECKS AND REQUIRED REPORTING

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.

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

**Notice Regarding
Violent Activity**

- ~~4.~~ The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

**Notice Regarding
Violent Activity**

The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

Plan 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.

Coordinator 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.

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity 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 Texas Cyber Command](#); 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 cybersecurity training requirements.

Security Breach and Cybersecurity Incident Notifications Upon discovering or receiving notification of a breach of system security or a [security/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:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

Plan 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.

Coordinator 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.

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Texas Cyber Command; 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 cybersecurity training requirements.

Security Breach and Cybersecurity Incident Notifications Upon discovering or receiving notification of a breach of system security or a 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:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

**Building Access
Control**

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

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

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

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

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

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

**Designation and Use
of Private Spaces**

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

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

**Building Access
Control**

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

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

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

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

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

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

**Designation and Use
of Private Spaces**

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

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

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

The project delivery/contract award method to be used for construction contracts valued at or above ~~\$50,000~~[the competitive purchasing threshold established in law](#) shall be the competitive sealed proposal method or the job order contracts method in accordance with state law. The job order contracts method shall only be used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite.

If another method is deemed more appropriate for a particular construction project, the Superintendent or designee shall submit a recommendation for the Board to consider, determine, and approve such delivery method that 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 ~~\$250,000~~[\\$250,000](#), the Superintendent or designee 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 or designee and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: 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).

Change Orders

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 ~~\$250,000~~[\\$250,000](#) shall require Board approval. The Superintendent or designee shall be authorized to approve change orders of a lesser amount. However, if the Superintendent or designee determines that such prior approval unreasonably delays construction, the Superintendent or designee is authorized to approve the change orders and the Board at the earliest opportunity shall ratify the change orders.

Change orders permitted by law valued less than \$250,000 shall be approved by the Superintendent or designee prior to any

FACILITIES CONSTRUCTION

CV
(LOCAL)

changes being made in the approved plans or the actual construction of the facility.

The Superintendent or designee shall approve any time extensions to construction contracts without requiring Board approval.

Project Administration

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.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Superintendent or designee has accepted the work.

Building Code Adoption

All construction projects shall be designed to meet the most current International Building Code edition, with the latest amendment adopted by the City of Houston.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

The project delivery/contract award method to be used for construction contracts valued at or above the competitive purchasing threshold established in law shall be the competitive sealed proposal method or the job order contracts method in accordance with state law. The job order contracts method shall only be used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite.

If another method is deemed more appropriate for a particular construction project, the Superintendent or designee shall submit a recommendation for the Board to consider, determine, and approve such delivery method that 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 \$250,000, the Superintendent or designee 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 or designee and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: 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).

Change Orders

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 \$250,000 shall require Board approval. The Superintendent or designee shall be authorized to approve change orders of a lesser amount. However, if the Superintendent or designee determines that such prior approval unreasonably delays construction, the Superintendent or designee is authorized to approve the change orders and the Board at the earliest opportunity shall ratify the change orders.

Change orders permitted by law valued less than \$250,000 shall be approved by the Superintendent or designee prior to any

FACILITIES CONSTRUCTION

CV
(LOCAL)

changes being made in the approved plans or the actual construction of the facility.

The Superintendent or designee shall approve any time extensions to construction contracts without requiring Board approval.

Project Administration

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.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Superintendent or designee has accepted the work.

Building Code Adoption

All construction projects shall be designed to meet the most current International Building Code edition, with the latest amendment adopted by the City of Houston.

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

Middle Schools

All students in grades 6-8 shall be scheduled for at least seven classes each day. Exception: Students, with prior approval, may have a one-hour early release for off-campus physical education.

Selecting Courses

Students select courses for the next school year during the spring semester. Students and their parents should consider these factors as they make their course selections: requirements of the middle school curricula; purpose of the course; possible prerequisite for other courses; student's overall program and educational/career goals; and, in some instances, the students' desire to earn high school credit while in middle school.

Time for Dropping Courses or Changing Schedules Without Penalty

Requests for course changes should be submitted in writing prior to the beginning of the new school year. Or once classes begin in the fall semester, students may drop a course or make a schedule change with no consequences only during the first two weeks of the semester. Acceptable reasons for dropping a course or making a schedule change follow:

1. Student does not meet prerequisites for the course.
2. Student does not meet grade placement requirement of the course.
3. Student already has credit in the course.
4. Student is placed in an inappropriate level.
5. Student has not met requirement for ~~Advanced Academic level~~ or HORIZONS placement.
6. Student needs a different course to complete requirements in the middle school curricula.

An administrator or school counselor shall inform students of deadlines and requirements for dropping courses or changing schedules as well as the ramifications of such decisions. Drops or changes occurring during the semester's two-week grace period shall not be shown on the student's record.

Consequences of Dropping Courses After Two-Week Grace Period

Drops or changes occurring after the two-week grace period shall be shown on the student's record. An administrator or school counselor shall inform the student and his or her parent of the possible impact that a course change can have, e.g., failure to meet promotion standards.

Only Allowable Changes After Two-Week Grace Period Without a Penalty

The following list describes the situations in which students may change their schedule of courses, after the two-week grace period, without penalty:

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

1. Students may withdraw from athletics or band at any time, but, in each case, they shall be assigned to a physical education class or to another appropriate class.
2. Students may withdraw from advanced-level courses and be enrolled in on-level courses in these instances:
 - a. A student making below an 80 average at the end of the third week of a grading period may upon his or her request and parent approval be placed in an appropriate on-level class for the remainder of the school year.
 - b. A student may, upon his or her request and with parent approval, transfer from an Advanced Academic level class to an appropriate on-level class at the end of any ~~six-weeks'~~ grading period.
3. A student's schedule of courses may change at any time from general education to special education settings due to an ARD decision.
4. Any other changes to a student's schedule must be made with the principal's or designee's approval of the student's and parent's request.

Senior High Schools

All students in grades 9-12 shall be scheduled for at least seven classes each day.

Only Allowable
Exceptions to
Enrollment in
Seven Classes

1. Students may have a one- or two-hour early release to take a college course (see EHDD) or to participate in an approved off-campus physical education program (see EHAC). Students may have a one-hour late arrival or a one-hour late arrival and a one-hour early release for the same purposes. Students enrolled in a career preparation program (co-op) may have a one- or two-hour early release to go to work.
2. The principal may grant a one- or two-hour early release, a one-hour late arrival, or a one-hour late arrival and a one-hour early release to a senior who is enrolled in courses that complete his or her graduation requirements, who has passed all required state-mandated assessments, and who meets at least one of the following conditions:
 - a. Any of the situations listed in item 1 above, i.e., enrolled in a college course or co-op;
 - b. Has a job;
 - c. Critical family needs such as head-of-household, wage-earner;

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

- d. Caregiver for an infant/child or an elderly or disabled parent/grandparent;
 - e. Other situations requested by the parent and approved in writing by the principal.
3. Beginning with the class of 2009, the principal may grant early release or late arrival for seniors who:
- a. Meet one of the conditions in item 2 above;
 - b. Are enrolled in courses that complete the requirements for the Recommended High School Program; and
 - c. Have passed all required state-mandated assessments.
4. Beginning with the class of 2026, the principal may grant early release to a senior who is enrolled in courses that complete the Foundation High School Program with endorsements, who has met at least one college and career readiness standard, who has passed all required state-mandated assessments, and who meets at least one of the conditions in item 2 above.

Notwithstanding the provision above, if a student is enrolled in courses at the prerequisite level, the student's individualized education program (IEP) team shall convene to review and discuss the student's request for early release or late arrival (one or two hours) during their senior year. Approval of early release or late arrival is contingent upon the committee's determination and alignment with the student's educational needs and goals. In the event that early release or late arrival is granted, the parent or guardian shall be responsible for arranging the necessary transportation for the student at the beginning or conclusion of the student's school day, as applicable.

All students granted early release or late arrival must be enrolled for a minimum of five classes each day and must have written parent permission. Early release or late arrival must be approved before the two-week grade period ends for schedule changes at the beginning of each semester.

Selecting Courses

Students select courses for the next school year during the spring semester. Factors that students and their parents should consider in selecting courses include requirements for graduation, relevance to the student's overall program and educational/career goals, purpose of the course, and possible prerequisite for other courses.

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

Time for Dropping
Courses or
Changing
Schedules Without
Penalty

Requests for course changes should be submitted in writing prior to the beginning of the new school year. Or once classes begin in the fall semester, students may drop a course or make a schedule change with no consequences only during the first two weeks of the semester. Acceptable reasons for dropping a course or making a schedule change follow:

1. Student does not meet prerequisites for the course.
2. Student does not meet grade placement requirement of the course.
3. Student already has credit in the course.
4. Student is placed in an inappropriate level.
5. Student has not met requirement for K-level/Advanced Academic, AP, or HORIZONS placement.
6. Student needs a different course to meet graduation requirements.

An administrator or school counselor shall inform students of deadlines and requirements for dropping courses or changing schedules as well as the ramifications of such decision. Drops or changes occurring during the semester's two-week grace period shall not be shown on the student's record.

Students may also drop a year-long course at the end of the first semester or within the second semester's two-week grace period with no penalty. They shall receive a grade, credit, and grade points for the first semester.

Consequences of
Dropping Courses
After Two-Week
Grace Period

If a student is allowed to drop a course after the two-week grace period, he or she shall receive no credit for the course. The student's record shall show a "WD" for the semester in which the withdrawal is made. The course shall count as one attempted with no credit earned and zero grade points allowed. This course shall also be calculated in the grade point average and shall negatively affect class rank.

Only Allowable
Changes After Two-
Week Grace Period
Without a Penalty

The following list describes the situations in which students may change their schedule of courses, after the two-week grace period, without the grade penalty of a "WD" previously described:

1. Students may withdraw from band, dance, JROTC, cheerleading, or athletics at any time, but, in each case, they shall be assigned to physical education or to an office assistant position.

2. Students may withdraw from advanced-level courses and be enrolled in on-level courses in these instances:
 - a. A student making below an 80 average at the end of the third week of a grading period may, upon his or her request and parent approval, be placed in an appropriate on-level class for the remainder of the school year.
 - b. A student may, upon his or her request and with parent approval, transfer from a K-level/Advanced Academic class to an appropriate on-level class at the end of any ~~six-weeks'~~ grading period.
 - c. A student making 80 or above in any AP course may, upon his or her request and with parent approval, transfer from an AP class to an appropriate K-level/Advanced Academic class at the end of any ~~six-weeks'~~ grading period during or at the end of the first semester.
3. A student's schedule of courses may change at any time from general education to special education settings due to an ARD decision.

Such changes shall be made at student and parent request and with the principal's or designee's approval.

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

Middle Schools

All students in grades 6-8 shall be scheduled for at least seven classes each day. Exception: Students, with prior approval, may have a one-hour early release for off-campus physical education.

Selecting Courses

Students select courses for the next school year during the spring semester. Students and their parents should consider these factors as they make their course selections: requirements of the middle school curricula; purpose of the course; possible prerequisite for other courses; student's overall program and educational/career goals; and, in some instances, the students' desire to earn high school credit while in middle school.

Time for Dropping
Courses or
Changing
Schedules Without
Penalty

Requests for course changes should be submitted in writing prior to the beginning of the new school year. Or once classes begin in the fall semester, students may drop a course or make a schedule change with no consequences only during the first two weeks of the semester. Acceptable reasons for dropping a course or making a schedule change follow:

1. Student does not meet prerequisites for the course.
2. Student does not meet grade placement requirement of the course.
3. Student already has credit in the course.
4. Student is placed in an inappropriate level.
5. Student has not met requirement for Advanced Academic or HORIZONS placement.
6. Student needs a different course to complete requirements in the middle school curricula.

An administrator or school counselor shall inform students of deadlines and requirements for dropping courses or changing schedules as well as the ramifications of such decisions. Drops or changes occurring during the semester's two-week grace period shall not be shown on the student's record.

Consequences of
Dropping Courses
After Two-Week
Grace Period

Drops or changes occurring after the two-week grace period shall be shown on the student's record. An administrator or school counselor shall inform the student and his or her parent of the possible impact that a course change can have, e.g., failure to meet promotion standards.

Only Allowable
Changes After Two-
Week Grace Period
Without a Penalty

The following list describes the situations in which students may change their schedule of courses, after the two-week grace period, without penalty:

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

1. Students may withdraw from athletics or band at any time, but, in each case, they shall be assigned to a physical education class or to another appropriate class.
2. Students may withdraw from advanced-level courses and be enrolled in on-level courses in these instances:
 - a. A student making below an 80 average at the end of the third week of a grading period may upon his or her request and parent approval be placed in an appropriate on-level class for the remainder of the school year.
 - b. A student may, upon his or her request and with parent approval, transfer from an Advanced Academic class to an appropriate on-level class at the end of any grading period.
3. A student's schedule of courses may change at any time from general education to special education settings due to an ARD decision.
4. Any other changes to a student's schedule must be made with the principal's or designee's approval of the student's and parent's request.

Senior High Schools

All students in grades 9-12 shall be scheduled for at least seven classes each day.

Only Allowable
Exceptions to
Enrollment in
Seven Classes

1. Students may have a one- or two-hour early release to take a college course (see EHDD) or to participate in an approved off-campus physical education program (see EHAC). Students may have a one-hour late arrival or a one-hour late arrival and a one-hour early release for the same purposes. Students enrolled in a career preparation program (co-op) may have a one- or two-hour early release to go to work.
2. The principal may grant a one- or two-hour early release, a one-hour late arrival, or a one-hour late arrival and a one-hour early release to a senior who is enrolled in courses that complete his or her graduation requirements, who has passed all required state-mandated assessments, and who meets at least one of the following conditions:
 - a. Any of the situations listed in item 1 above, i.e., enrolled in a college course or co-op;
 - b. Has a job;
 - c. Critical family needs such as head-of-household, wage-earner;

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

- d. Caregiver for an infant/child or an elderly or disabled parent/grandparent;
 - e. Other situations requested by the parent and approved in writing by the principal.
3. Beginning with the class of 2009, the principal may grant early release or late arrival for seniors who:
- a. Meet one of the conditions in item 2 above;
 - b. Are enrolled in courses that complete the requirements for the Recommended High School Program; and
 - c. Have passed all required state-mandated assessments.
4. Beginning with the class of 2026, the principal may grant early release to a senior who is enrolled in courses that that complete the Foundation High School Program with endorsements, who has met at least one college and career readiness standard, who has passed all required state-mandated assessments, and who meets at least one of the conditions in item 2 above.

Notwithstanding the provision above, if a student is enrolled in courses at the prerequisite level, the student's individualized education program (IEP) team shall convene to review and discuss the student's request for early release or late arrival (one or two hours) during their senior year. Approval of early release or late arrival is contingent upon the committee's determination and alignment with the student's educational needs and goals. In the event that early release or late arrival is granted, the parent or guardian shall be responsible for arranging the necessary transportation for the student at the beginning or conclusion of the student's school day, as applicable.

All students granted early release or late arrival must be enrolled for a minimum of five classes each day and must have written parent permission. Early release or late arrival must be approved before the two-week grade period ends for schedule changes at the beginning of each semester.

Selecting Courses

Students select courses for the next school year during the spring semester. Factors that students and their parents should consider in selecting courses include requirements for graduation, relevance to the student's overall program and educational/career goals, purpose of the course, and possible prerequisite for other courses.

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

Time for Dropping
Courses or
Changing
Schedules Without
Penalty

Requests for course changes should be submitted in writing prior to the beginning of the new school year. Or once classes begin in the fall semester, students may drop a course or make a schedule change with no consequences only during the first two weeks of the semester. Acceptable reasons for dropping a course or making a schedule change follow:

1. Student does not meet prerequisites for the course.
2. Student does not meet grade placement requirement of the course.
3. Student already has credit in the course.
4. Student is placed in an inappropriate level.
5. Student has not met requirement for K-level/Advanced Academic, AP, or HORIZONS placement.
6. Student needs a different course to meet graduation requirements.

An administrator or school counselor shall inform students of deadlines and requirements for dropping courses or changing schedules as well as the ramifications of such decision. Drops or changes occurring during the semester's two-week grace period shall not be shown on the student's record.

Students may also drop a year-long course at the end of the first semester or within the second semester's two-week grace period with no penalty. They shall receive a grade, credit, and grade points for the first semester.

Consequences of
Dropping Courses
After Two-Week
Grace Period

If a student is allowed to drop a course after the two-week grace period, he or she shall receive no credit for the course. The student's record shall show a "WD" for the semester in which the withdrawal is made. The course shall count as one attempted with no credit earned and zero grade points allowed. This course shall also be calculated in the grade point average and shall negatively affect class rank.

Only Allowable
Changes After Two-
Week Grace Period
Without a Penalty

The following list describes the situations in which students may change their schedule of courses, after the two-week grace period, without the grade penalty of a "WD" previously described:

1. Students may withdraw from band, dance, JROTC, cheerleading, or athletics at any time, but, in each case, they shall be assigned to physical education or to an office assistant position.

INSTRUCTIONAL ARRANGEMENTS
STUDENT SCHEDULES

EED
(LOCAL)

2. Students may withdraw from advanced-level courses and be enrolled in on-level courses in these instances:
 - a. A student making below an 80 average at the end of the third week of a grading period may, upon his or her request and parent approval, be placed in an appropriate on-level class for the remainder of the school year.
 - b. A student may, upon his or her request and with parent approval, transfer from a K-level/Advanced Academic class to an appropriate on-level class at the end of any grading period.
 - c. A student making 80 or above in any AP course may, upon his or her request and with parent approval, transfer from an AP class to an appropriate K-level/Advanced Academic class at the end of any grading period during or at the end of the first semester.
3. A student's schedule of courses may change at any time from general education to special education settings due to an ARD decision.

Such changes shall be made at student and parent request and with the principal's or designee's approval.

Release from School

A student shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Exception for
Released Time
Course

For purposes of this policy, a “released time course” shall have the same definition as provided in law.

A student shall be permitted to attend a released time course in accordance with the following requirements:

1. The parent or guardian has provided written consent for the student to attend the released time course;
2. The private entity offering the released time course maintains attendance records and will make those records available to the District;
3. The private entity, parent or guardian, or student assumes responsibility for transportation, including transportation for a student with a disability, to and from the location at which the released course is offered;
4. The private entity assumes liability for the student enrolled in the released time course while the student is under the private entity’s care; and
5. The student is responsible for any school work and assignments issued during the student’s absence from the District.

The District shall be prohibited from using District funds, excluding de minimis costs, to facilitate the student attending a released time course.

A private entity shall be prohibited from offering the released time course on District property unless the use is in accordance with policy GKD.

The District shall not interfere with a parent’s or guardian’s ability to request or access a released time course for the student.

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to or eject a person from property under the District's control in accordance with law and Board policy.

Students, parents, and visitors on District property or in District facilities are required to remain in designated areas and follow District guidelines and expectations regarding behavior and supervision.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products, e-cigarettes, or other electronic vaporizing devices on District property, in District vehicles, or at school-related activities.

Weapons

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

Exceptions

No violation of this policy occurs when:

1. ~~A Texas~~ An individual who holds a handgun license holder in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. 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]

Bonfires Prohibited

Bonfires shall be prohibited on school property.

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to or eject a person from property under the District's control in accordance with law and Board policy.

Students, parents, and visitors on District property or in District facilities are required to remain in designated areas and follow District guidelines and expectations regarding behavior and supervision.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products, e-cigarettes, or other electronic vaporizing devices on District property, in District vehicles, or at school-related activities.

Weapons

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

Exceptions

No violation of this policy occurs when:

1. An individual who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. 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]

Bonfires Prohibited

Bonfires shall be prohibited on school property.