

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held February 4, 2009, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. General Functions
 - A. Call to Order
 - B. Roll Call
 1. Special Board Personnel/Policy Committee Members: Leticia E. Gonzalez - Chairperson; Monica Cazares and Sergio Coronado
2. Instruction and Student Affairs
 - A. NONE
3. Personnel
 - A. Discussion of UIL coaches' pay equity
Presenter: Ms. Gonzalez
 - B. Discussion of summer school pay equity for teachers
Presenter: Ms. Gonzalez
4. Business and Finance
 - A. NONE
5. Administration
 - A. Review and recommendation of TASB Localized Update 84 3
Presenter: Dr. Dow
 - B. Review and possible revision to DEC(Local). Compensation and Benefits. Leaves and Absences 23
Presenter: Ms. O'Donnell
 - C. Review and possible revision to DBD(Local). Employment Requirements and Restrictions. Conflict of Interest 29
Presenter: Dr. Dow
 - D. Review and possible revision to FDB(Local) Admissions. Intradistrict Transfers 31
Presenter: Dr. Dow
 - E. Consider policy or regulation requiring grants to be approved by board prior to submittal
Presenter: Ms. Gonzalez
 - F. Discussion and consideration of allowable forums on school campuses
Presenter: Ms. Gonzalez
 - G. Discussion and consideration of allowable tuition expenditures

Presenter: Ms. Gonzalez

H. Comments/Input from community members on items discussed by Personnel/Policy Committee

6. 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, Government Code, Chapter 551, Subchapters D and E. 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.

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Reasons for the non-renewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress towards the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board 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]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); and/or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
19. 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.
20. Falsification of records or other documents related to the District's activities.
21. Falsification or omission of required information on an employment application.
22. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
23. Failure to fulfill requirements for Superintendent certification.
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason constituting good cause for terminating the contract during its term.

NOTICE

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

The hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent'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 such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommenda-

tion to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent 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.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

INVESTMENT
AUTHORITY

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. The investment officer shall be bonded or shall be covered under a fidelity insurance policy. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

APPROVED
INVESTMENT
INSTRUMENTS

From those investments authorized by law and described further in CDA(LEGAL), the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

SAFETY AND
INVESTMENT
MANAGEMENT

The main goal of the investment program is to ensure its safety and maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

	<p>The investment policy and investment strategy shall be reviewed by the Board at the end of each fiscal year.</p>
LIQUIDITY AND MATURITY	<p>Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.</p> <p>The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.</p>
DIVERSITY <u>DIVERSITY</u>	<p>The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from over-concentration of assets in a specific class of investments, specific maturity, or specific issuer.</p>
MONITORING MARKET PRICES	<p>The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.</p>
FUNDS / STRATEGIES	<p>Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.</p>
OPERATING FUNDS	<p>Investment strategies for operating funds (including any comin- gled<u>commingled</u> pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.</p>
AGENCY FUNDS	<p>Investment strategies for agency funds shall have as their objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.</p>
DEBT SERVICE FUNDS	<p>Investment strategies for debt service funds shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.</p>
CAPITAL PROJECTS	<p>Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital pro-</p>

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

	<p>ject obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.</p>
SAFEKEEPING AND CUSTODY	<p>The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.</p>
BROKERS / DEALERS	<p>Prior to handling investments on behalf of the District, brokers/dealers must submit required written documents in accordance with law. [See SELLERS OF INVESTMENTS, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the <u>National Association of Securities Dealers Financial Industry Regulatory Authority (FINRA)</u>.</p>
SOLICITING BIDS FOR CD'S	<p>In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.</p>
INTEREST RATE RISK	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
INTERNAL CONTROLS	<p>A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:</p> <ol style="list-style-type: none">1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.2. Avoidance of collusion.3. Custodial safekeeping.4. Clear delegation of authority.5. Written confirmation of telephone transactions.6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.7. Avoidance of bearer-form securities.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

These controls shall be reviewed by the District's independent auditing firm.

PORTFOLIO REPORT

In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and investment activity shall be presented annually to the Board. ~~This report shall include a performance evaluation that may include, but not be limited to, comparisons to 91-day U.S. Treasury Bills, six month U.S. Treasury Bills, the Fed Fund rate, the Lehman bond index, and rates from investment pools. The annual report shall include a review of the activities and total yield for the preceding 12 months, suggest policies, strategies, and improvements that might enhance the investment program, and propose an investment plan for the ensuing year.~~

ANNUAL OPERATING BUDGET

CE
(LOCAL)

FISCAL YEAR	The District shall operate on a fiscal year beginning September 1 and ending August 31 <u>September 1 and ending August 31</u> .
BUDGET PLANNING	Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered. Resource allocation shall be tied to curriculum priorities. Budget planning and evaluation are continuous processes and should be a part of each month's activities.
AD-HOC COMMITTEES	The Board may appoint ad hoc committees of representative citizens and District personnel to provide a wider expression of community opinion on financial aspects of the school program. The Board shall define in precise terms the scope of the committee's charge and shall designate the period of time committee members shall serve. The committee shall be dissolved upon completion of its charge or the expiration of the term set by the Board, whichever comes first.
SCHEDULES	The Superintendent or designee shall supervise the development of a budget calendar and a specific plan for budget preparation. The budget schedule shall include time lines for designated individuals or groups to submit their budget proposals.
AVAILABILITY OF PROPOSED BUDGET	After it is presented to the Board and prior to adoption, a copy of the proposed budget shall be available upon request from the business office or Superintendent. The Superintendent or designee shall be available to answer questions arising from inspection of the budget.
BUDGET MEETING	The annual public meeting <u>onto discuss</u> the proposed budget <u>and tax rate</u> shall be conducted as follows: <ol style="list-style-type: none">1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the <u>proposed budget give their names to the secretary. Only those who and/or tax rate sign in with the secretary shall be heard up on the sheet provided.</u>2. <u>Prior to the beginning of the meeting, the Board may establish time limits for speakers.</u>2.3. <u>Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.</u>3.4. <u>No officer or employee of the District shall be required to respond to questions from speakers at the meeting.</u>

ANNUAL OPERATING BUDGET

CE
(LOCAL)

AUTHORIZED
EXPENDITURES

The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.

BUDGET
AMENDMENTS

The ~~Board shall amend the~~ budget ~~shall be amended~~ when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

FUND BALANCE

To keep the District in a strong financial position, the goal of the Board shall be to maintain the fund balances of the ~~General~~general and ~~Debt Service Funds~~debt service funds at an adequate level. The level of adequacy for the ~~General Fund~~general fund (unreserved) balance shall be not less than one and a half months of operating expenditures. In addition, the fund balance for the ~~Debt Service Fund~~debt service fund shall not be lower than ten percent of the current year debt service requirements for the ~~Debt Service Fund~~debt service fund. This level of fund balance ~~will~~shall protect the District against potential revenue shortfalls and ~~will~~shall provide operating funds until tax revenues are received.

If the Board determines that this level of fund balance is not obtainable in the proposed budget being considered, the goal of the Board shall be to reach the level within a specific period of time, no longer than three years.

The Board shall ensure that the ~~General Fund~~general fund balance does not exceed four months of operating expenditures. The Board shall also ensure that the ~~Debt Service Fund~~debt service fund balance does not exceed 25 percent of the current year debt service requirements. If these amounts are exceeded, ~~then~~ steps shall be taken to reduce the balance.

SCHOOL PROPERTIES DISPOSAL

CI
(LOCAL)

The Superintendent or designee is authorized to declare District materials, equipment, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, and supplies for fair market value. If the unnecessary property has no value, the Superintendent or designee may dispose of such property according to administrative discretion.

Items obtained as federal surplus shall be managed according to federal regulations.

TRANSPORTATION MANAGEMENT
STUDENT TRANSPORTATION

CNA
(LOCAL)

ELIGIBILITY

At the Board's direction, the Superintendent or designee shall permit students for whom the District does not receive state transportation funds to use District transportation, ~~within the limits of time and space and~~ in accordance with ~~guidelines established by the administration.~~ time and space limitations and administrative regulations.

BUS STOPS

All students who use District transportation shall board buses at authorized stops. Authorized bus stops shall be designated annually by the Superintendent or designee, ~~in cooperation with the regular bus driver(s).~~ Bus drivers shall load and unload passengers only at authorized stops.

SAFETY
PRECAUTIONS

~~Safety precautions shall be exercised in bus operations at all times. If at any time the bus driver is uncertain about road or vehicle conditions, or other safety factors, the driver shall park the vehicle until safe operating conditions are assured.~~

DATE ISSUED:

~~10/31/1988~~ 11/18/2008
~~UPDATE 33~~ UPDATE 84
~~CNA(LOCAL)-A2~~ CNA(LOCAL)-A

ADOPTED:

REASONS

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

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. A decision by a campus intervention team under Education Code 39.1324 that the employee not be retained at a reconstituted campus.
11. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
12. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
13. Failure to meet the District's standards of professional conduct.
14. 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]

15. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); ~~and~~or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
16. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
17. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
18. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
19. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
20. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
21. A significant lack of student progress attributable to the educator.
22. Behavior that presents a danger of physical harm to a student or to other individuals.
23. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
24. 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.
25. Falsification of records or other documents related to the District's activities.
26. Falsification or omission of required information on an employment application.
27. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
28. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.

29. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
30. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
31. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
32. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
33. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. ~~The Superintendent shall require that each~~ Each administrator's recommendation for nonrenewal shall be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. 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. ~~Copies of written evaluations, other supporting~~ 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
RENEWAL OR
NONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal 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 Board Presi-

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

HEARING
PROCEDURE

~~The~~Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting ~~unless the employee requests that it be open,~~ 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 ~~it is their turn~~called to present evidence. The employee and the administration may ~~each be represented by~~choose a representative ~~of each party's choice~~. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the Board President's control and ~~in general~~shall generally follow the steps listed below:

1. After consultation with the parties, the Board President 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 ~~such~~evidence ~~as is~~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 in-

clude the Board's decision on renewal, which decision shall be final.

INSTRUCTIONAL ARRANGEMENTS
HOMEBOUND INSTRUCTION

EEH
(LOCAL)

GENERAL EDUCATION	<p><u>A-Consistent with TEA's Student Attendance Accounting Handbook (SAAH)</u>, a student to be confined for a minimum of four consecu- tive-weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the U- S-<u>nited States</u> may be eligible for general education homebound services. The parent's request for services shall be made through the principal in accordance with TEA's Student Attendance Ac- counting Handbook-SAAH and administrative procedures.</p> <p>The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.</p>
SPECIAL EDUCATION	<p>For special education students, the ARD committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.</p>
DOCUMENTATION OF SERVICES	<p>The District shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services.</p>

ADMISSIONS
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB
(LOCAL)

Students shall be assigned to schools in the attendance areas in which they reside.

CLASS CHANGES

The campus principal shall be authorized to investigate and approve transfers of students from one classroom to another on that campus.

TRANSFERS
BETWEEN SCHOOLS

The Superintendent shall be authorized to investigate and approve transfers between schools.

Note: For transfers of students who are victims of bullying, see FDB (LEGAL). For transfers of students who attend a persistently dangerous school, become victims of a violent criminal offense, or become victims of sexual assault, see FDD.

STUDENT CONDUCT
TELECOMMUNICATIONS/ELECTRONIC DEVICES

FNCE
(LOCAL)

TELECOMMUNICATIONS DEVICES District employees may confiscate telecommunications devices, including mobile telephones, used in violation of applicable campus rules.

A confiscated telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.

If a telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.

OTHER ELECTRONIC DEVICES Guidelines regarding other electronic devices shall be addressed in the student handbook.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

DEFINITIONS
FAMILY

The term "immediate family" shall include:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, sibling-in-law.
5. Grandparent and grandchild.
6. Any person who may be residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act, the definition of "family" includes only spouse, parent, and child.

FAMILY
EMERGENCY

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

WORKDAY

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

STATE PERSONAL
LEAVE — RATE OF
ACCRUAL

Each employee shall earn state personal leave at the rate of one-half a workday for each 18 workdays of employment, up to the statutory maximum of five workdays annually.

TYPES OF STATE
PERSONAL LEAVE

The Board requires employees to differentiate between uses of personal leave:

DISCRETIONARY

1. To be taken at the individual employee's discretion, subject to limitations set out below.

NON-
DISCRETIONARY

2. To be used for the same reasons and in the same manner as state sick leave accumulated prior to May 30, 1995. [See DEC(LEGAL)]

USE OF
DISCRETIONARY
LEAVE

A written request for use of discretionary personal leave shall be submitted to the immediate supervisor or designee in advance in accordance with administrative regulations. The reasons for which personal leave may be used shall not be limited by the District. In deciding to approve personal leave, however, the supervisor or designee shall consider the effect of the employee's absence on the educational program, as well as the availability of substitutes. [See DEC(LEGAL)]

REQUEST FOR
LEAVE

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

DURATION OF LEAVE	Discretionary personal leave may not be taken for more than three consecutive days.
SCHEDULE LIMITATIONS	Discretionary leave shall not be allowed on the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, days scheduled for state-mandated assessments, or professional or staff development days.
LOCAL LEAVE	<p>All employees, other than those hired as substitute or temporary employees, shall earn additional workdays of local personal leave per school year, concurrently with state leave, according to the following:</p> <p>Employees in positions normally requiring ten months of service (183–197 days) shall earn five equivalent workdays.</p> <p>Employees in positions normally requiring 11 months of service (198–215 days) shall earn six equivalent workdays.</p> <p>Employees in positions normally requiring 12 months of service (216 or more days) shall earn seven equivalent workdays.</p> <p>Local personal leave shall accumulate without limit and shall be taken with no loss of pay. Local personal leave shall be used under the same restrictions as state personal leave.</p> <p>Local personal leave, if any, when used for reasons of personal or family illness, shall be used after state sick leave accumulated prior to the 1995–96 school year and under the terms and conditions applicable to such state sick leave, except as otherwise provided by this policy.</p>
PROFESSIONAL DEVELOPMENT LEAVE	<p>Professional development leave is defined as leave granted to an employee to attend workshops, seminars, clinics, and the like, that are directly related to the employee’s teaching area(s) or job-related activities.</p> <p>Professional development leave may be requested on an individual basis, not to exceed five days per contract year. Such leave must be approved by the employee’s immediate supervisor and forwarded to the Superintendent for final approval. Approval depends upon the dates requested for the absence and campus or department responsibilities.</p> <p>Approved professional development leave shall be taken without loss of pay and days used shall not be deducted from accumulated leave.</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

ABSENCE FOR
RELIGIOUS
PURPOSES

An employee may request to use state personal or local leave for religious purposes. Employees lacking leave may be allowed to make up the time during the pay period in which the leave occurs. For a noncontract employee, the makeup day shall be during the seven-day period in which the leave occurs. In all cases, the makeup day shall be approved by the employee's immediate supervisor.

USE AND
RECORDING

Effective August 15, 2007, local leave, if any, shall be used before state sick leave accumulated prior to the 1995-96 school year and under the terms and conditions applicable to such state sick leave, except as otherwise provided by this policy. State personal leave, either discretionary or nondiscretionary, shall be used after local sick or personal leave.

Local personal leave may also be used for first-year care following the birth or adoption of an employee's son or daughter or the placement of a child with the employee for foster care.

Employees shall be charged leave as used even if a substitute is not employed.

Leave shall be recorded in increments of whole workdays or half workdays.

AVAILABILITY

Paid leave for the current year shall be available at the beginning of the school year. Paid leave shall not be approved for more workdays than have been accumulated in prior years plus those to be earned during the current year.

When an employee who has used more leave than he or she had accumulated ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee's final paycheck.

MEDICAL
CERTIFICATION

An employee absent more than three consecutive workdays because of personal illness or illness in the immediate family shall submit medical certification of the illness.

HEALTH CARE
PROVIDER

Medical certification shall be made by a health care provider as defined by the Family and Medical Leave Act. [See DEC(LEGAL)]

TEMPORARY
DISABILITY

Any full-time professional employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days.

OTHER ABSENCES

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Any other leaves granted or days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD(LOCAL)]

An employee who requests a leave of absence for reasons other than as stated in policy shall be required to resign the position in order to take the leave. The employee may subsequently reapply for any position for which he or she is qualified.

BEREAVEMENT
(FUNERAL) LEAVE

Use of state leave and/or local leave for death in the immediate family shall not exceed five workdays per occurrence, subject to the approval of the District.

FAMILY AND MEDICAL
LEAVE

The 12-month period within which employees shall be eligible for 12 weeks of family and medical leave shall be measured forward from the day an individual employee's first family and medical leave begins.

CONCURRENT USE
OF LEAVE

The District shall require employees to use family and medical leave concurrently with paid leave and with temporary disability leave if applicable.

COMBINED LEAVE
FOR SPOUSES

If both spouses are employed by the District, family and medical leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition may be limited to a combined total of 12 weeks as determined by the needs of the District.

INTERMITTENT
LEAVE

Intermittent leave shall be permitted for the birth of the employee's child or the adoption or placement of a child with the employee.

CERTIFICATION OF
ILLNESS

Upon request for family and medical leave for the employee's serious health condition or that of a spouse, parent, or child, and at 30-day intervals thereafter, the employee shall provide medical certification of the illness or disability.

MEDICAL RELEASE

The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.

TEACHER
REINSTATEMENT

A teacher desiring to return to work at or near the conclusion of a semester shall be reinstated in accordance with the END-OF-TERM LEAVE section in DEC(LEGAL).

FAILURE TO
RETURN

If, at the expiration of the family and medical leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of the employee benefits contribution made by the District during the period in which such leave was taken as unpaid leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

COURT
APPEARANCES

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

WORKERS'
COMPENSATION

An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.

PAID LEAVE
OFFSET

The employee shall inform the appropriate administrator whether he or she chooses to use available paid leave. Any paid leave used shall be offset against workers' compensation wage benefits. [See CRE].

When an employee's work-related injury or illness results in absence of more than seven days, employees may be credited with available personal or sick leave days for the first five workdays of absence. These days, or portions of days, shall not be credited until the employee returns to work.

~~An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.~~

~~An employee eligible for workers' compensation wage benefits, and not on assault leave, shall indicate whether he or she chooses to:~~

- ~~1. Receive workers' compensation wage benefits; or~~
- ~~2. Use available paid leave. Workers' compensation wage benefits shall begin when:
 - ~~a. Paid leave is exhausted;~~
 - ~~b. The employee elects to discontinue use of paid leave; or~~
 - ~~c. Leave payments are less than the employee's pre-injury average weekly wage.~~~~

REIMBURSEMENT AT
RETIREMENT

Upon retirement from the District, all employees shall be paid for the number of unused days of local sick or personal leave at a rate equal to one-half of their daily salary rate at the time of retirement up to a 30-day maximum.

ANNUAL INCENTIVE
STIPEND

Effective August 2000, classroom teachers and food service employees shall be compensated for unused state personal leave days at the rate of \$60 per day not to exceed \$300. Absence due to family and medical leave, death in the family, duty-related absences, or jury duty shall not disqualify a teacher or food service employee from this incentive stipend.

Leave shall continue to accumulate according to existing policy. The stipend will in no way affect the accumulation of available days.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

SICK LEAVE POOL	<p>A sick leave pool may be established from voluntary donations by eligible District staff who wish to assist a fellow employee suffering from personal illness or disability.</p>
ESTABLISHMENT	<p>A request for the establishment of a sick leave pool for a specific individual shall be made in writing to the Superintendent or designee. The Superintendent or designee shall then initiate the sick leave pool for the employee and notify District staff.</p> <p>To be eligible to participate in a sick leave pool, an employee must have exhausted all of his or her state and local sick leave, personal leave, and vacation days, if applicable. The maximum number of days that may be contributed by District staff to a sick leave pool shall be 60. The maximum number of days an individual employee may use from the sick leave pool during a school year is 90 days; use of days from the sick leave pool shall cease when the employee meets the requirements for personal disability insurance payments.</p>
ELIGIBILITY	<p>An employee wishing to contribute may donate up to a maximum of three days of local leave per school year.</p>
CONTRIBUTIONS	<p>All employees who normally are scheduled to work 20 hours or more per week shall be eligible to participate in the sick leave pool.</p> <p>A sick leave pool may be used only for the employee's own catastrophic, life-threatening illness, or major medical condition or disability. Conditions such as routine pregnancy, elective surgery, or family illness, shall not qualify. Employees suffering complications arising from pregnancy shall be eligible.</p>
CESSATION OF THE SICK LEAVE POOL	<p>The sick leave pool shall cease to exist when it has been depleted, when the employee's personal disability insurance becomes available, or when the employee for whom the pool was established returns to work. Unused sick leave pool days shall revert to the donors in half-day increments divided proportionately according to the amount contributed by each individual. No general pool shall remain in existence.</p>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

DISCLOSURE —
GENERAL STANDARD

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

SPECIFIC
DISCLOSURES
SUBSTANTIAL
INTEREST

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

INTEREST IN
PROPERTY

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

CONFLICTS
DISCLOSURE
STATEMENT

The Superintendent, as required by law, and the associate superintendent and all executive directors, as required by the Board, shall file conflicts disclosure statements as promulgated by the Texas Ethics Commission.

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]

District employees and their immediate families may accept the items listed below from those soliciting business relationships with the District or those already doing business with the District, providing acceptance is in keeping with good ethics and does not place the recipient under obligations to the giver.

1. Unsolicited gifts that are appropriate for ceremonial occasions or official events with a nominal intrinsic value of less than \$25.
2. Unsolicited occasional business meals of nominal intrinsic value accepted as a guest.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

3. Unsolicited infrequent entertainment or social invitations of nominal intrinsic value accepted as a guest.
4. Unsolicited advertising novelty or merchandise gifts of nominal intrinsic value (\$25 or less).

Under no circumstances may a District employee or immediate family member accept cash or a negotiable instrument (e.g.: check, draft, note, money order, and the like) in any amount. Employees shall obtain the Superintendent's prior approval for any vendor-related business trips to be accepted as a guest and before accepting any trips in which a vendor is paying all or a port of the expenses (food, lodging, transportation, or entertainment). The Superintendent shall obtain prior approval from the Board before accepting similar trips for himself or herself.

ENDORSEMENTS

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

SALES

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

NONSCHOOL
EMPLOYMENT

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

PRIVATE TUTORING

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

Violation of Policy:

All documentation and information concerning an infraction of policy shall be referred to the Superintendent or designee for investigation. Employees found in violation of this policy shall be subject to disciplinary action that may include termination of employment.

ADMISSIONS
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB
(LOCAL)

	Students shall be assigned to schools in the attendance areas in which they reside.
CLASS CHANGES	The campus principal shall be authorized to investigate and approve transfers of students from one classroom to another on that campus.
TRANSFERS BETWEEN SCHOOLS	The Superintendent shall be authorized to investigate and approve transfers between schools. As the Board's designee, the Superintendent or designee may assign and transfer any student from one school facility or classroom within the District to another facility or classroom within the District. Such transfers may include those needed to balance enrollment at one or more campuses.
ASSIGNMENTS	
TRANSFERS BETWEEN CLASSES AND CAMPUSES	Upon an allegation of bullying [see FDB(LEGAL)] the Superintendent or designee shall be authorized to investigate and approve transfers of students from one classroom to another or between campuses, as appropriate.
TRANSFER REQUESTS	Applications for transfer between schools within the District shall be submitted to the associate superintendent who will approve those that meet the factors to be considered for the transfer. An application or petition for transfer shall be granted unless there is a reasonable basis for denying it. If the application for transfer is denied, the parent or legal guardian may appeal in writing to the superintendent. A parent or guardian is entitled to request of the principal or designee a change of the class or the teacher to which the student has been assigned, in accordance with FNG(LEGAL). A student enrolled in a school within the boundaries of a particular school attendance zone of the District will have the option of continuing in that school when the residence of the parent or legal guardian changes so long as the parent or legal guardian continues to maintain a residence within the boundaries of the District.
PETITIONS AND OBJECTIONS	The parent or guardian of a student may object to the assignment of a student to the school to which the student has been assigned. Upon receiving written notification of a transfer denial from the associate superintendent the parent may request a hearing with the superintendent to review the denial. The hearing should be held within ten school days of the request. If the denial is upheld, the parent may appeal to the Board by filing a written petition in accordance with FNG (LOCAL).
REASONS / CRITERIA FOR TRANSFER ELIGIBILITY	The reasons for student transfer eligibility are listed below: <ol style="list-style-type: none">1. Eligibility for transfer (all campuses)

- a. Any student whose parents or legal guardians are in the process of building or have contracted to buy a house in the District to which he or she wishes to transfer, provided the parents' change of domicile will occur during the school year, may be considered for transfer. Adequate proof, establishing that construction has begun or final papers have been completed on a house already built, must be presented.
- b. Any student in prekindergarten through grade 8 shall be considered for transfer if the child is being cared for by a relative, friend, or nursery in another school attendance area if the employment of both parents, or of a single parent, requires that both parents or the single parent be absent from the home before the child leaves for school in the morning and/or after the child returns home in the afternoon. This same rule will apply to a working parent who is a full-time student. Transfers granted under this guideline are for one year only.
- c. Any student may be transferred if it is determined by the Superintendent or designee that the student's presence on a given campus may be hazardous to the student and/or others on the campus.
- d. Transfer will also be considered when the school for which the transfer is requested is closer to the student's residence as measured by the nearest traveled route, with the exception of court-ordered schools.

Note: For transfers of students who attend a persistently dangerous school, become victims of a violent criminal offense, or become victims of sexual assault, see FDD.