

**Friendswood
Independent School District**

**EMPLOYEE
HANDBOOK**

Last Amended: 9/2/2011

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FOREWORD

The quality reputation of the Friendswood Independent School District is one important reason families are attracted to this community. The harmonious relationship existing between the school district and the community and the quality of FISD staff are two factors that ensure our tradition of high student achievement. Student success is the district's number one goal. In order to continue the tradition of exemplary student performance, it is essential that all employees be aware of the district's policies and procedures. This handbook is intended to summarize the major topics addressed in the Board Policy Manual and explain selected administrative procedures of the Friendswood Independent School District.

The Friendswood Independent School District Employee Handbook is to be used as a guide. Not all district policies and procedures are included. The Board Policy Manual should be consulted as the official source of information. Occasionally, policies change as situations warrant. Therefore, the information contained in this handbook is subject to change. As changes occur, they will supersede, modify or eliminate the policies summarized in this booklet.

An electronic version of the Board Policy Manual is available at the district website, www.fisd12.net.

Additional specific information for the departments of Food Service, Custodial, Maintenance, and Transportation may be provided to auxiliary staff under separate cover.

This Employee Handbook can never replace personal communications related to personnel or policy issues. Please feel free to contact your supervisor or the Human Resources Department in the Administration Building with any questions. Call on us to assist you -- the District's most valuable asset.

DISTRICT INFORMATION

Trish Hanks, Superintendent
Sherry Green, Deputy Superintendent
Myrlene Kennedy, Ph.D., Assistant Superintendent
Thad Roher, Assistant Superintendent

DEPARTMENTS

BENEFITS/WORKER'S COMPENSATION

April Patterson, Benefits Coordinator
302 Laurel Drive
Friendswood, TX 77546
281-482-1267
FAX 281-996-2606

BUSINESS

Alison Rendon, Executive Director of Business
302 Laurel Drive
Friendswood, TX 77546
281-482-1267
FAX 281-996-2513

CURRICULUM AND INSTRUCTION

Sherry Green, Deputy Superintendent
302 Laurel Drive
Friendswood, TX 77546
281-482-1267
FAX 281-996-2513

CUSTODIAL

Joel Hannemann, Executive Director of Operations
Mari Castelanos, Supervisor
400 Woodlawn
Friendswood, TX 77546
281-996-2582/2583
FAX 281-996-2505

FOOD SERVICE

Joseph Fitzgerald, Director of Food Service
402 Laurel Drive
Friendswood, TX 77546
281-482-1267
FAX 281-992-4512

HUMAN RESOURCES

Jan Scogin, Executive Director of Human Resources
302 Laurel Drive
Friendswood, TX 77546
281-482-1267
FAX 281-996-2513

MAINTENANCE

Joel Hannemann, Executive Director of Operations
400 Woodlawn
Friendswood, TX 77546
281-482-2744/2504
FAX 281-996-2505

PAYROLL

Linda Beaty, Payroll Coordinator
302 Laurel Drive
Friendswood, TX 77546
281-482-1267
FAX 281-996-2562

PRINT SHOP

Diana Blissitt, Supervisor
400 Woodlawn
Friendswood, TX 77546
281-482-2696

PUBLIC INFORMATION

Karolyn Gephart, Director of Communications
302 Laurel Drive
Friendswood, TX 77546
281-482-1267
FAX 281-992-1059

PURCHASING

Mary Taylor, Purchasing Coordinator
302 Laurel Drive
Friendswood, TX 77546
281-482-1267

SPECIAL EDUCATION

Karen Deshotel, Executive Director of Special Education
402 Laurel Drive
Friendswood, TX 77546
281-482-0687
FAX 281-996-2507

TAX OFFICE

Cathy Bernacki, Tax Collector
402 Laurel Drive
Friendswood, TX 77546
281-482-1198
FAX 281-996-2576

TECHNOLOGY SERVICES

David Jacobson, Executive Director of Technology
402 Laurel Drive
Friendswood, TX 77546
281-482-1621
FAX 281-996-2566

TRANSPORTATION

Mike Jones, Director of Transportation
400 Woodlawn
Friendswood, TX 77546
281-482-6025
FAX 281-996-2501

CAMPUS ADMINISTRATION

CLINE ELEMENTARY K-3

Debbie Smith, Principal
Barry Clifford, Assistant Principal
505 Briarmeadow 77546
281-482-1201
FAX 281-996-2557

WESTWOOD ELEMENTARY K-3

Lynn Hobratschk, Principal
Lee Whitlock, Assistant Principal
506 West Edgewood
Friendswood, TX 77546
281-482-3341
FAX 281-996-2542

BALES INTERMEDIATE 4-5

Lynn Hobratschk, Principal
Elizabeth Purdue, Assistant Principal
211 Stadium Lane
Friendswood, TX 77546
281-482-8255
FAX 281-996-2551

WINDSONG INTERMEDIATE 4-5

Nelda Guerra, Principal
Jan Lane, Assistant Principal
2100 W. Parkwood
Friendswood, TX 77546
281-482-0111
FAX 281-996-2594

FRIENDSWOOD JUNIOR HIGH 6-8

Dana Drew, Principal
Tammy Pipkin, Associate Principal 6th Grade Center
Fletcher Weston, Assistant Principal
Diane Jones, Assistant Principal
1000 Manison Parkway
Friendswood, TX 77546
281-996-6200
FAX 281-996-2529

FRIENDSWOOD HIGH SCHOOL 9-12

Mark Griffon, Principal
Diane Myers, Associate Principal
Dayna Owen, Assistant Principal
J.T. Patton, Assistant Principal
Anne Phelps, Assistant Principal
Nancy Lockhart, Director of Student Success Initiative
Ann Mulder, Director of Career and Technology Education
702 Greenbriar
Friendswood, TX 77546
281-482-3413
FAX 281-996-2523

BOARD OF TRUSTEES

See Board Policy Section B

The Friendswood I.S.D. Board of Trustees is an unsalaried, elected body which functions under the laws of the State of Texas and the policies established by the Board. The Board is a policy making body which has the power to govern and oversee the management of the district's schools, and is legally responsible for the education of students and makes all major District Policy decisions. Trustees are elected at-large. They must be registered voters and reside within the district. Written notices of meetings will be posted at the Administration Building 72 hours before the scheduled meeting. All meetings are open to the public. In certain circumstances, Texas law permits the board to go to a closed session from which the public and others are excluded. Closed session may occur for such things as, but not limited to, discussing certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending legislation.

Board Meeting Schedule: Second Monday of Each Month
Location: Administration Building, 302 Laurel Dr.
Board Room
Time: 5:45 p.m.

Board of Trustees:

Rebecca Hillenburg, Ed.D., President
Tony Hopkins, Vice-President
Robert McCabe, Secretary
Mike Shaw
Matt Robinson, M.D.
Ralph Hobratschk
David Montz

2010-2014 DISTRICT GOALS

Goal I: Student Achievement

Goal II: Effective and Efficient Operations

Goal III. Quality Teaching, Administrative, and Support Staff

Goal IV: Safe, Healthy, and Nurturing Schools

Goal V: Enduring Relationships with Stakeholders

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Mission Statement:

Leading to Achieve Excellence

Character Education K-12 in Friendswood Independent School District

Ethics Education in our schools is encouraged in order to foster the following results for students:

1. raise self-esteem
2. promote self discipline and responsible behavior
3. improve decision-making and problem-solving skills
4. instill positive attitudes and values

It is not the district's intent to teach or to give religious instruction of any kind, nor to implement "values clarification", nor to be limited by any partisan bias that does not reflect the values of the majority of this community. Each person's individual right to privacy will be respected at all times.

The community has chosen these values held common in our community and that need to be emphasized in the schools.

Self-Esteem, Self-Worth,

Self-Reliance, Dignity

Believing in yourself

Realizing that you are a worthy person

Acting consistently with your values and beliefs

Keeping your mind and body sound

Responsibility, Accountability,

Dependability

Exhibiting self-discipline

Recognizing that choices have natural consequences

Being accountable for your personal actions

Acting independently in a trusted, efficient manner

Honoring commitments

Tolerance

Respecting diversity

Being willing to listen

Recognizing and respecting the opinions and practices of others without necessarily agreeing with them

Work Ethic, Doing One's Best,

Ambition

Trying to live up to your full potential

Setting goals and striving to achieve them

Feeling satisfaction with a job well done

Seeking knowledge

Being enthusiastic and optimistic

Honesty, Integrity, Truthfulness

Being truthful to yourself and others

Keeping your word

Knowing your beliefs

Standing up for your convictions

Refusing to cheat

Compassion, Empathy, Forgiveness

Being unselfish

Sharing

Participating in service projects

Recognizing the needs of others and offering help

Showing mercy

Refraining from ridicule and gossip

Refusing to discriminate against others because of their race, religion, sex, or age

Respect for Others

Family and friends

Respecting the rights and property of others

Refraining from stealing and vandalizing

Using good manners and exhibiting courtesy

Justice

Supporting what is right
Defending the rights of yourself and others
Obeying rules and laws
Respecting authority
Being fair

Loyalty

Being faithful to and offering support for your family and friends
Supporting your school, your community, and your country
Being faithful to a cause or ideal

Patriotism

Loving freedom and your country
Supporting your country and governmental bodies
Knowing about laws, issues, due process
Participating actively in the Democratic Process

EMPLOYMENT

EQUAL OPPORTUNITY EMPLOYMENT

See Policy Manual DAA (Legal), DIA (Local)

The District shall not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of the individual's race, color, religion, sex, national origin or age. The District shall not discriminate against a qualified individual with a disability because of the individual's disability in regard to job application procedures; hiring, advancement, or discharge; employee compensation; job training; and other terms, conditions, and privileges of employment. Employment decisions will be made on the basis of each applicant's job qualifications, experience and abilities.

Employees with questions or concerns about discrimination on the basis of race, religion, sex, national origin, or age should contact:

Name: Jan Scogin
Position: Executive Director of Human Resources
Address: 302 Laurel Drive
Friendswood, TX 77546
Phone: 281-482-1267

Employees with questions or concerns about discrimination on the basis of a disability should contact:

Name: Karen Deshotel
Position: Executive Director of Special Education
Address: 402 Laurel Drive
Friendswood, TX 77546
Phone: 281-482-0687

All recruiting, hiring, training and promotion decisions will comply with the principles of equal opportunity employment.

Board Policies Relating to Employment and Contracts

Specific Board policies relating to employment include, but are not limited to:

DAA – Equal employment opportunity, DBAA-Criminal history and credit reports, DBD-Conflict of interest, DC-Employment practices, DCB-Term contracts, DEA-Salaries and wages, DEAA-Incentives and stipends, DEC-Leaves and absences, DFAC-Return to probationary status, DFB- Termination of term contracts, DFD-Hearings before hearing examiner, DFE-Resignation, DFF-Reduction in force, DG-Employee rights and privileges, DGBA-Employee complaints/grievances, DH-Employee standards of conduct, DHE-Searches and drug/alcohol testing, DI-Employee welfare, DIA-Freedom from discrimination, harassment, and retaliation, DK-Assignment and schedules, DN-Performance appraisal.

HIRING AND PLACEMENT OF STAFF

See Policy Manual DBA-DCE

ANNOUNCING VACANCIES - See Policy Manual DC(Local)

Announcements of job vacancies, by position and location, are posted on the district's website at www.fisd12.net under the Human Resources department so that current staff members may be informed of advancement opportunities. Interested staff members should apply online or send a letter of interest to the Human Resources department.

SELECTION PROCEDURES

Applicants for contractual or non-contractual positions may be interviewed by the Superintendent, Central Office Staff, Department Head, the building Principal and members of the teaching team. The Principal has authority to approve all staff appointments to his/her campus. When a selection is made, the individual will be recommended by the appropriate administrator to the Superintendent for recommendation to the Board of Trustees.

ASSIGNMENT and REASSIGNMENT

All staff members are employed subject to assignment and reassignment by the Superintendent at any time. All personnel may request reassignment to other employment positions within the District subject to approval of the Superintendent. A request for transfer form may be obtained from the Human Resources department.

TRANSFERS - ALL STAFF

Request for a transfer may be filed with the Human Resources department. Final approval will be made by the Superintendent. Employees may apply for any vacancy for which they have appropriate qualifications. Contact the Human Resources department for transfer requests.

CERTIFICATION

Personnel shall possess valid credentials before contracts are issued, duties are assigned, or payment is made from any source of funds. Any person who desires to teach in the District shall present his certificate for filing with the District before a contract with the Board shall be binding. *[(Education Code 13.045 (a); 19 TAC 121.12 (a))]*

Professional employees in positions requiring certification shall hold a current valid Texas certificate, a Nonrenewable Permit, a Temporary Classroom Assignment Permit, or an Emergency Teaching Permit. School physicians and nurses shall hold appropriate licenses from the State of Texas. Special Education related service personnel shall hold appropriate licenses from the State of Texas or credentials as required by 19 TAC 89.215, as necessary for their position or assignment. *19 TAC 121.12 (b)*

CONTRACTS - See Board Policies DC, DCA, DCB, DCC, and DCE

Teachers, administrators and other full time professional personnel (except paraprofessionals) who are required to hold a valid SBEC issued certificate or teaching permit are employed by a written contract setting forth the terms and conditions of employment. No contract is valid or binding on the Board until approved by Board action.

CONTINUING CONTRACTS

Full time professional employees hired under a continuing contract prior to July 1, 1995 shall remain on a continuing contract as long as the employee remains in the same position. (See Policy DCC).

PROBATIONARY AND TERM CONTRACTS

Full time professional employees who are required by law to hold a valid certificate or permit for their assignments hired as of July 1, 1995 shall be employed under a probationary fixed term contract. After successful completion of the probationary term, the teacher shall be employed under a one-year term contract. Teachers hired for a dual assignment, i.e. teacher/coach, will be employed on a Dual-Assignment Contract. Contract nonrenewal shall be governed by provisions of the Term Contract Nonrenewal Act.

Full time professional, certified employees who have not been employed in public education for at least five of the eight years prior to initial employment in the District shall serve a three year probationary period.

Full time professional, certified employees who have been employed in public education for at least five of the eight years prior to initial employment in the District shall serve a one-year probationary period. (See Policy DCA).

NON CERTIFIED PROFESSIONALS

Non certified professional staff, including non-certified administrators, may be employed by professional contracts, term contracts, or employment agreements. Those on professional contracts or employment agreements are not subject to the Term Contract Nonrenewal Act.

ALL OTHER STAFF

All other staff shall be employed on an at-will basis (*See Policy DCD*). Auxiliary and paraprofessional staff are non-contractual employees. As at-will employees they are not employed for a specific length of time, and have no property right in their employment. A letter of reasonable assurance as notification of continued employment with the District will be offered to auxiliary/paraprofessional employees. Auxiliary employees serve a 90 day probationary

period, but remain as at-will employees following the satisfactory completion of the probationary period.

PROPERTY INTEREST

There is no property interest in a term contract beyond its term.

CONTRACT CONSIDERATION

Contracts for administrative employees are usually considered at a February Board meeting. Contracts for other professional employees are usually to be considered at a March Board meeting. Contracts for employees who are serving a probationary period may be reviewed at any time before the end of the contract term.

PERFORMANCE EVALUATION *See Policy DN (Local)*

All District employees shall be periodically appraised in the performance of their duties.

PDAS *See Policy DNA (Local)*

The Fisd-PDAS system is a locally developed appraisal system that allows teachers the opportunity to be appraised by formal and informal walkthroughs and other relevant documentation, such as student performance, classroom management, professional development, and leadership.

All teachers shall receive a 45-minute scheduled observation at least once every three years and a summative appraisal using all domains of the PDAS system. All teachers shall receive at least one formal walkthrough every year and shall be required to complete teacher self-report sections I-III.

Teachers may be eligible to be appraised without an annual formal 45-minute observation if he or she has been employed by the District for more than two consecutive years, achieved a rating of Meets Expectations or higher on the most recent summative appraisal, has not been placed on a growth plan, and who has not had any concerns expressed by his or her appraiser. The summative annual appraisal document for a teacher not using the complete PDAS shall include the teacher self-report I-III and PDAS Domains V-VIII.

Domains I-IV may be scored for teachers not scheduled to be appraised in the complete PDAS using data from walkthroughs, as long as the documentation has been shared with the teacher.

At any time, a principal may determine that a formal 45-minute observation is needed even in a year a teacher has not been scheduled to be appraised in Domains I-IV. In the event a principal determines a 45-minute observation is needed in an unscheduled year, the principal shall notify the teacher in writing of the principal's intent to formally observe instruction during a 45-minute observation at least ten days prior to any observation, but the actual observation may not be scheduled. The result shall be a summative evaluation reflecting all domains of the TEA PDAS system.

The District shall establish an appraisal calendar each year.

PROFESSIONAL DEVELOPMENT *See Policy DMC (Local)*

All professional certified personnel not holding a graduate degree shall complete six semester hours of college-level credit or 90 clock hours of District approved staff development during each five-year period of employment.

COMPENSATION

DISTRICT COMPENSATION PLAN

CLASSIFICATIONS OF POSITIONS *see Policy DEA (Local)*

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA)

EXEMPT EMPLOYEES

The District pays employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked.

Professional and administrative employees are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including required days of service and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation and conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students one day a week when no other personnel are available.

Overtime-Exempt

Exempt employees shall be compensated on a salary basis for their employment and are not entitled to overtime compensation. The Superintendent, or designee, may assign non-contractual supplemental duties to personnel exempt under the FLSA, as needed. The employee may be compensated for these assignments according to the District’s compensation plan.

NONEXEMPT EMPLOYEES

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for either a 37.5 or 40 – hour workweek and do not earn additional pay unless the employee works more than 40 hours. Employees who work 37.5 hours shall receive hour-for-hour compensatory time for extra hours worked up to 40 hours per week.

Paraprofessional and auxiliary employees are employed at-will and will be notified of the required duty days, holidays, and hours of work for their position on an annual basis.

Overtime-Nonexempt

Non exempt employees shall not work overtime without prior approval of their supervisor. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA. Compensatory time earned by non-exempt employees may not accrue beyond a maximum of 20 hours. At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

FAIR LABOR STANDARDS ACT (FLSA) *See Policy DEA (Local)*

All classified (non-certified) employees are subject to the FLSA. All such employees should become familiar with FLSA procedures as outlined by District policy and their supervisor. A non-exempt employee shall have the approval of his or her supervisor before working overtime.

SALARY *See Policy DEA*

The Superintendent develops and recommends to the Board for adoption a pay system for all District personnel. All pay increases are approved by the Board. Copies of the District's salary schedules are available from the Human Resources department and are posted on the district website.

Notice of assignment and salary forms are issued with the September 5th paycheck. They delineate base salary, in-district pay and supplemental pay for additional duties. The notice of assignment and salary form is for computational purposes only and does not constitute a contract.

There are several types of pay categories offered in FISD:

BASE PAY

As per Board approved salary schedule.

GRADUATE HOUR PAY

In an effort to encourage teachers to earn advanced degrees, FISD has established a financial incentive (DMC Local).

Professional personnel shall be paid \$20 annually for each semester hour of college or university graduate level coursework (maximum 24 hours) earned above the Bachelor's degree. Teachers must be fully certified to be eligible to receive graduate hour compensation. Teachers holding Probationary certificates are not yet fully certified by the state and therefore not eligible until they receive a Standard certificate.

Official transcripts for all hours must be on file in the Human Resources department. Payment for these hours will be on the first payday of December. For those individuals unable to provide official transcripts by the deadline for the December payment, a June payment will be offered.

IN-DISTRICT STIPEND PAY

In order to reward continuing service with the District, teachers and certain other professional employees with a Bachelor's Degree receive \$100 for each year of experience with FISD to a maximum of 25 years/\$2,500. Those with a Master's Degree receive \$200 for each year to a maximum of 25 years/\$5,000.

SUPPLEMENTAL PAY

A District approved supplemental pay schedule is applied to extra duty assignments, i.e. coaching, team leader, etc.

PAYCHECKS

Pay dates are normally on the 5th and 20th of each month. If those dates fall on a Saturday, Sunday, or holiday the payday is the closest working day. All employees will be paid on a 24 pay period schedule.

Direct Banking Deposit is required for all employees. Employees will need to complete necessary paperwork in the payroll office. Employees will continue to receive verification of deposit each payday.

In order to draw summer pay in a lump sum payment on June 20th, an employee must be terminating employment and request the payoff on the Termination form or submit a written reason or hardship for requesting the payoff. (Withholding taxes may be higher .)

PAYROLL DEDUCTIONS - REQUIRED

The legally required deductions taken from each check are withholding tax, teacher retirement, and Medicare for all staff members employed after April 1, 1986.

- Each staff member is required to have on file in the Payroll Department a completed Withholding Exemptions Certificate - A W-4 form is available from the Payroll Department.

- All salaried personnel working 50% or more of the day shall be a member of the Teacher Retirement System. A systematic deduction of 7.05% is made each pay period. The 7.05% deduction includes the 6.4% member rate plus the legislatively mandated .65% contribution to the insurance program.

- Medicare Tax - Staff members who begin their employment with the Friendswood Independent School District as of April 1, 1986, are required to contribute 1.45% of their taxable salary to the Medicare program under the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA) P.L. No. 99272

PAYROLL DEDUCTIONS - OPTIONAL

As a service to staff members, the District provides the following optional deductions. Authorization for these deductions must be submitted in writing with the proper signature and must be on file in the Benefits Office.

- Insurance - Deducted from all employees salaries participating in approved programs. For additional information, please contact the Benefits Office.

- Pre-Tax Benefit Plan (Cafeteria Plan) - Premium payments for health insurance, dental insurance, vision insurance, and Flex plans will be deducted from eligible staff members' salaries BEFORE federal income tax withholding is calculated. SEE EMPLOYEE BENEFITS SECTION

- Tax Sheltered Annuities and Deferred Compensation - Staff members shall select from an approved list of companies offering tax shelter and annuity programs. This plan is administered by a third party administrator. You may contact the Benefits Office for additional information.

- Professional Dues - Contact a representative on your campus.

TRAVEL EXPENSE REIMBURSEMENT

Prior approval for all travel, including prepaid expenses, shall be obtained before any expenses are incurred. To receive reimbursement for transportation, lodgings or other authorized travel expenses, an employee shall present receipts for the actual amounts spent and complete a reimbursement form.

BENEFITS

The information provided on the group insurance benefits available for all regular employees of the Friendswood Independent School District is a summary. The purpose is to make sure that the participants understand their options and rights under the plans. If there is any conflict between any plan summary and its contract or master policy, the contract or master policy will prevail. Claims determinations are made by the individual insurance companies.

The plan year for benefits programs runs September 1 through August 31.

Questions about insurance matters should be addressed to the Benefits Coordinator 281-482-1267.

The District provides the following two benefits at no cost to the employee:

BASIC TERM LIFE

Carrier: MetLife
\$10,000 policy
100% premium paid by FISD

LONG TERM DISABILITY

Carrier: ING
Effective on 91st day of total disability. Disability income equals 40% of salary
100% premium paid by FISD
There is also now an OPTIONAL "buy-up" component of the Long Term Disability plan. This allows the employee to increase the income benefit up to 66.67% of their eligible monthly earnings.

Other Benefit Options Available by Employee Contribution:

HEALTH INSURANCE - Optional

Group health insurance coverage is provided through TRS-ActiveCare, the statewide public school health insurance program. Friendswood Independent School District shares the cost of providing benefits for you and your dependents.

Health Insurance - Optional - TRS ActiveCare - Pre-Tax Deduction

Plan Administrator: BlueCross BlueShield of Texas

Teacher Retirement System of Texas (TRS) has PPO agreement with BCBS (BlueCross/BlueShield). Contact them to verify your provider's participation at (866) 355-5999 or www.trs.state.tx.us/trs-activecare.

Friendswood ISD is eligible for three PPO plans: ActiveCare 1, 2, or 3. *When reviewing TRS plans, Please note that NONE of the TRS information regarding HMO's applies to FISD.*

ELIGIBILITY REQUIREMENTS

In order to be eligible to participate in the health care coverage of the plan an employee must be an active participant in the Teacher Retirement System of Texas and performing all customary duties of his occupation at his usual place or employment.

An employee shall be deemed in active employment on each day of a regular paid vacation or on a regular non-working day on which he is not totally disabled, provided he was actively at work on the last preceding regular working day.

DENTAL INSURANCE - Optional

Carrier: Humana/Comp Benefits
Two plans available:
DHMO Managed care
Indemnity PPO
100% premium paid by employee

VISION COVERAGE - Optional

Carrier: Superior Vision

100% premium paid by employee

SUPPLEMENTAL GROUP LIFE INSURANCE - Optional

Term Life Insurance
Carrier: MetLife
Up to \$300,000 or 7 times salary
Up to \$100,000 guaranteed issue
100% premium paid by employee

DEPENDENT GROUP LIFE INSURANCE - Optional

Term Life Insurance
Carrier: MetLife
Spouse - up to half of employee amount. This coverage is available only when employee elects to take Supplemental Life.
Children in amounts of \$5,000 and \$10,000
100% premium paid by employee

125 CAFETERIA PLAN

PRE-TAX BENEFIT

Premium payments are pre-tax deducted on the following three benefits paid by the employee:
Health, Dental, and Vision Plans.

FLEXIBLE SPENDING ACCOUNTS - Optional

Available for medical or dependent day care

SHORT TERM DISABILITY - Optional

Carrier: HighMark
Minimum and maximum benefit of \$300 to \$3,000. **Premiums based on amount of coverage selected.**
Disability income protects your income in the event of a non-occupational accident or illness that causes you to miss work. Coverage is up to 50% of your income, up to \$30,000 per month.
100% premium paid by employee.

ADDITIONAL EMPLOYEE BENEFITS:

COBRA - Optional

Administration of COBRA Health benefits is handled by BlueCross/BlueShield. All questions should be directed to BlueCross/BlueShield at 1-888-541-7107.

RETIREMENT

All personnel employed on a regular basis for at least one-half of the normal work schedule are members of the Texas Teacher Retirement System (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits. The contact number for TRS is 1-800-223-8778. TRS information is also available on the Web at www.trs.state.tx.us.

REIMBURSEMENT AT RETIREMENT See Policy *DEC (Local)*

Former Reimbursement At Retirement Plan

The Board rescinded the reimbursement-at-retirement plan effective at the end of the 2005-06 school year. Eligibility was determined for individual employees during the 2005-06 school year and the former reimbursement at retirement plan does not apply to any other employees. The eligible employees who meet the retirement requirements established by the former plan shall be allowed to retire at any time under the conditions of the former plan. The retiring employee's benefits shall be calculated using the 2005-06 base salary and local sick leave earned through August 31, 2006.

Current Compensation at Retirement Plan

The District shall establish a retirement program fund limited to 1.0 percent of the total District budgeted salaries for the current year. If a balance remains from any year, the amount shall be added to the percent allocated the next year, not to exceed a total of \$100,000 plus the 1.0 percent salary factor. Employees who take full retirement with the Texas Teacher Retirement System (TRS) with a combination of age and service years equal to 80 or more shall be compensated for accumulated local sick leave accrued while employed by the District at 50 percent of their daily wage at the time of retirement. A retiring employee may be compensated for no more than the number of workdays for one contract year or the number of duty days specified for the position, whichever is appropriate.

For additional information see *Board Policy DEC (Local)*.

TUITION-FREE ATTENDANCE *See Policy FDA (Local)*

Children of non-resident full-time employees may attend District schools tuition-free. Full time employees are defined as employees scheduled to work 30 or more hours per week, excluding overtime and supplemental duties.

UNEMPLOYMENT COMPENSATION *See Policy CRF (Legal)*

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits under the Texas Unemployment Compensation Act. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service.

WORKERS' COMPENSATION INSURANCE *See Policy CRE (Legal)*

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law, depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the campus nurse or immediate supervisor. Employees who are unable to work due to a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. Worker's Compensation claims are administered by the Texas Association of School Boards (TASB) at 1-800-482-7276.

LEAVES AND ABSENCES

See Policy DEC, DECA, DECB (Legal) and DEC (Local)

The District provides employees with a comprehensive leave program.

REPORTING ROUTINE ABSENCES

When employees are absent from duty they must notify the supervisor to whom they report directly or designee by 6:30 am or earlier on the day they are to be absent. If the employee is absent more than five consecutive workdays, documentation from a physician is required. Professional and paraprofessional employees are required to enter absences into the AESOP system. If the employee is unable to enter the absence, he/she is to seek assistance from the campus secretary. All other employees are to complete an Absence from Duty Report on the day they return.

RETURN FROM ABSENCE

An employee absent more than five consecutive workdays because of personal illness shall submit, upon return to work, a physician's statement indicating his or her fitness to return to work. An employee absent more than five consecutive workdays because of illness in the immediate family shall present, upon return to work, medical certification of the family member's illness.

AVAILABLE LEAVE BANKS:

STATE PERSONAL LEAVE

A state minimum personal leave program consisting of five days per year of personal leave, with no limit on accumulation and no restrictions on transfer among districts shall be provided for school district employees. Sick leave provided by the state and accumulated prior to the 1995-96 school year is retained and its use will continue to be governed by former law. State personal leave and state sick leave can be used for the employee's personal illness or for family illness of an immediate family member.

DISCRETIONARY LEAVE (PERSONAL BUSINESS LEAVE)

The state provides 5 days of personal leave called discretionary leave. *See Policy DEC (Local).*

1. USE OF DISCRETIONARY LEAVE

A notice of request for discretionary personal leave shall be submitted to the immediate supervisor or designee three days in advance of the anticipated absence; discretionary personal leave shall be granted on a first-come, first-served basis, with a maximum of 10 percent of campus employees permitted to be absent at the same time for discretionary personal leave.

2. REQUEST FOR LEAVE

Use of discretionary personal leave shall be considered granted unless the principal or designee notifies the employee to the contrary within 48 hours of the requested absence.

3. DURATION OF LEAVE

Discretionary personal leave may not be taken for more than three consecutive days except in extenuating circumstances, as determined by the Superintendent or designee.

4. SCHEDULE OF LIMITATIONS

Discretionary leave shall not be allowed on the day before or after a grading period, the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, or professional or staff development. Discretionary leave shall not be allowed on days scheduled for state or standardized tests, unless approval is granted by the immediate supervisor.

Personal Business days can only be taken from state discretionary leave.

LOCAL SICK LEAVE

All full-time regularly employed persons shall earn an additional five, six, or seven workdays of local sick leave per school year, for positions normally requiring 10,11,12 months of service per year, respectively.

All part-time regularly employed persons shall earn local sick leave on the basis of the length of their workdays.

1. For positions normally requiring three hours of service per day, employees shall earn five three-hour days per year, for a total of 15 hours of leave.
2. For positions normally requiring four hours of service per day, employees shall earn five four-hour days per year, for a total of 20 hours of leave.

Local sick leave shall accumulate and shall be taken with no loss of pay. Local sick leave may be used for the employee's personal illness or for family illness of an immediate family member.

Local sick leave cannot be used for personal business.

Accumulated local sick leave is non-transferable to other school districts. *See Policy DEC (Local)*

USAGE

Employee leave will be charged in the following sequence: 1st - local, 2nd - previous state, and 3rd - current state unless the employee requests a different charge when entering the absence into AESOP or completing an absence from duty form.

AVAILABILITY *See DEC (Local)*

Sick leave and state discretionary leave days are earned at the rate of one-half day for every 18 days worked. Leave for the current year shall be available to professional and paraprofessional employees for use after being present 5 consecutive days on the job each year. Should the employee fail to work the required number of days for earning the advanced leave days, the employee will be docked in his/her final paycheck for the used, but unearned, sick leave/discretionary leave days. For auxiliary employees, paid leave for the current year shall become available for use as it is earned.

SICK LEAVE DONOR PROGRAM *See DEC (Local)*

All fulltime employees may participate in the "Friends Helping Friends", Sick Leave Pool. Refer to the Board Policy Manual, donor program manual, or visit with your principal/director for details.

FAMILY MEDICAL LEAVE ACT *See DEC, DECA (Legal) and DEC(Local)*

An employee who has been employed by the District for at least 12 months and for 1,250 hours during the previous 12-month period shall be entitled to a total of 12 workweeks of leave, without loss of any employment benefit accrued prior to the beginning of the leave, during any 12-month period for one or more of the following reasons:

1. Because of the birth or adoption, including placement for foster care, of the employee's child and in order to care for the child, provided the leave is taken within 12 months of the birth, adoption, or placement of the child. By agreement between the employee and the District, this leave may be taken intermittently or on a reduced leave schedule.
2. To care for the employee's spouse, child, or parent when the spouse, child or parent has a serious health condition.
3. Because of the employee's serious health condition that makes the employee unable to perform functions of his or her position.

The 12 month period within which employees shall be eligible for 12 weeks of family and medical leave is defined as August 1 through July 31. The District requires employees to use family and medical leave concurrently with paid leave and with temporary disability leave, if applicable.

PREGNANCY

Disabilities caused by or contributed to by pregnancy, child-birth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. *See Policy DEC, DECA (Legal)*

ASSAULT LEAVE *See Policy DEC (Legal)*

In addition to all state and local days of leave provided, an employee who is physically assaulted during the performance of regular duties is entitled to the number of days leave necessary to recuperate from physical injuries sustained as a result of the assault. An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person nonresponsible for purposes of criminal liability. At the employee's request, the District shall immediately assign the employee to assault leave; however, on investigation of the claim, the District may change the assault leave status and charge the leave against the employee's accrued sick leave or against the employee's pay if insufficient accrued sick leave is available. Assault leave shall not exceed more than two years beyond the date of the assault, and days of assault leave shall not be deducted from accrued sick leave.

TEMPORARY DISABILITY *See DEC (Local)*

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for unpaid temporary disability leave. All other employees shall be eligible for unpaid temporary disability leave after the completion of the probationary period, as defined in the employee handbook. The maximum length of temporary disability leave shall be 180 calendar days.

WORKERS COMPENSATION BENEFITS *See Policy DEC (Local)*

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days. An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will 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-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

BEREAVEMENT LEAVE *See Policy DEC (Local)*

In the event of a death in an employee's immediate family, the District shall grant the employee as many as five days of local bereavement leave prior to the use of any sick days or personal business days assigned for the current school year. The campus principal or director shall provide approval for such leave.

RELIGIOUS OBSERVANCES *See DEC (Legal)*

The District shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship on the conduct of District business. Such absence shall be without pay unless applicable paid local leave or state discretionary leave is available.

JURY DUTY *See DEC (Legal)*

An employee shall be granted leave with pay and without loss of accumulated 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 *See DEC (Local)*

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

COMPLIANCE WITH A SUBPOENA *See DEC (Legal)*

The District shall not discharge, discipline, or otherwise penalize an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding.

Military Leave *(DECB Legal)*

FEDERAL LEAVE FOR MILITARY SERVICE

Any person who is absent from a position of employment by reason of voluntary or involuntary service in the uniformed services (the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full time National Guard duty, the commissioned corps of the Public Health Services, and any other category of persons designated by the President in time of war or emergency) shall be entitled to certain reemployment rights and benefits under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). For details and limitations, see Board Policy *DECB Legal*.

STATE LEAVE FOR MEMBER OF MILITARY OR RESCUE TEAM

Short Term

All employees of the District who are members of the state military forces, a reserve component of the United States Armed Forces, or member of a state or federally authorized Urban Search and Rescue team shall be granted a paid leave of absence from their duties without loss of time, efficiency rating, personal time, sick leave, or salary on days during which they are engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 workdays in a federal fiscal year. For details, see Board Policy *DECB Legal*.

Called to Duty

A member of the state military forces who is ordered to active state duty by the governor or other proper authority under state law is entitled to the same benefits and protections provided to persons performing services in the uniformed services and to persons in the military service of the United States. For details, see Board Policy *DECB Legal*.

Long Term

Any employee, other than a temporary employee, who leaves a position with the District to enter active military service is entitled to be reemployed by the District in the same position held at the time of the induction, enlistment, or order, or to a position of similar seniority, status, and pay. For details and limitations, see Board Policy *DECB Legal*.

SPECIAL LEAVE OF ABSENCE *See DEC (Local)*

A leave of absence for a period of one teaching year beginning with the fall semester shall be available to all employees with at least four consecutive years of service in the District, subject to the following conditions:

1. This leave shall apply to use for higher education, child care, research, or field research.
2. The District is not responsible for compensation for salary or insurance coverage during a leave of absence.
3. A leave of absence is subject to the approval of the Superintendent and the Board.
4. Upon completion of a leave of absence, the employee is guaranteed employment within the system with no loss of credit to service.
5. The individual taking a leave of absence shall not lose any leave accumulated.
6. An employee shall not be eligible for this leave immediately following a special child care leave.

SPECIAL CHILD CARE LEAVE *See DEC (Local)*

Child care leave for a period of one teaching year shall be available to persons who have been employed with the District for a period of no less than two consecutive years, subject to the following conditions:

1. Child care leave is subject to the approval of the Superintendent and the Board.
2. The District is not responsible for compensation for salary or insurance coverage during child care leave.
3. The District shall give the employee who has taken a child care leave preference in employment upon application for an existing vacancy. The District does not guarantee employment to a person who takes child care leave.
4. An employee who takes child care leave shall not lose accumulated leave under the regular leave policy.
5. An employee shall not be eligible for this leave immediately following a special leave of absence.

EMPLOYMENT CONDUCT AND WELFARE

Standards of Conduct

Policy DH, DH Exhibit

All employees are expected to work together in a cooperative spirit to serve the best interest of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action, including termination.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate administrative procedures or the collaborative process. Such expressions shall be considered in light of their relation to the implementations of campus goals and objectives and/or the District's mission.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

CODE OF ETHICS AND STANDARD PRACTICES FOR TEXAS EDUCATORS

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public school of the community.

1. Professional Ethical Conduct, Practices and Performance.

Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the District, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2 The educator shall not knowingly misappropriate, divert, or use monies, personal property, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other applicable state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against District employees, Board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not consume alcoholic beverages on school property or during school activities when students are present.

2. Ethical Conduct Toward Professional Colleagues.

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

3. Ethical Conduct Toward Students.

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is the parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including electronic communication such as cell phone, text messaging, e-mail, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is appropriate include:

- a. The nature, purpose, timing, and amount of the communication;
- b. The subject matter of the communication;
- c. Whether the communication was made openly or the educator attempted to conceal the communication;
- d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- e. Whether the communication was sexually explicit; and
- f. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

VIOLATIONS OF STANDARDS OF CONDUCT

Violations of any policies, regulations, or guidelines may result in disciplinary action including termination of employment. (See DCD and DF series)

ALCOHOL AND DRUGS *See Policy DH (Local)*

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

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

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

EXCEPTIONS

An employee who uses a drug authorized by a licensed physician through a prescription specifically for that employee's use shall not be considered to have violated this policy.

DRUG-FREE SCHOOL REQUIREMENTS *See Policy DI (Exhibit)*

The district prohibits the unlawful distribution, possession, or use of illicit drugs and alcohol on school premises or as part of any of the District's activities.

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. *(See Policies DH and DHE)*

Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

(This notice complies with notice requirements imposed by the Federal Drug-Free Schools and Communities Act Amendments 1989 {20 U.S.C. 3224a and 34 CFR 86.2201})

ARRESTS, INDICTMENTS, CONVICTIONS *Board Policy DH (Local)*

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses listed in *Policy DH (Local)*.

ASBESTOS

Friendswood I.S.D. maintains compliance with state and federal regulations concerning asbestos. Should you desire to review a copy of your campus asbestos management plan, a copy is available in the principal's office under the title "AHERA" If you have questions regarding the plan please contact Reuben Garza at 281-482-2744.

BLOOD BORNE PATHOGEN PLAN

Inservice will be provided upon initial employment but employees are strongly encouraged to seek advice from school nurse as situations arise.

Hepatitis B shots will be provided by the District for some employees as the assignment requires.

CONFLICT OF INTEREST *See Policy DBD(Local)*

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.

DRESS AND GROOMING *See Policy DH (Local)*

District employees shall dress and be groomed in a clean and neat manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent.

ENDORSEMENTS *See Policy DBD (Local)*

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.

GIFTS AND FAVORS *See Policy DBD (Local) CAA*

Employees 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.

HARASSMENT *See Policies DH (Local) DIA (Legal), DIA (Local)*

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons, including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Employees who believe they have been harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal or supervisor is the subject of the complaint, the employee should report the complaint directly to the superintendent.

COMPLAINT PROCEDURE

An employee who believes he or she has been or is being subjected to any form of sexual harassment shall bring the matter to the attention of the principal, immediate supervisor, Title IX coordinator for employees in accordance with the procedures in the District's employee complaints policy [*See Policy DIA (Local)*]. However, no procedure or step in that policy shall have the effect of requiring the employee alleging harassment to present the matter to a person who is the subject of the complaint. *Policy DIA (Local)*.

HARASSMENT OF STUDENTS *See Policies DH (Local), FFG (Local) FFH (Local)*

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. All allegations of prohibited harassment or abuse of a student will be reported to the student's parents and promptly investigated. An employee who knows of or suspects abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law.

PRIVATE TUTORING *See DBD (Local)*

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

REPORTING SUSPECTED CHILD ABUSE *See Policies DG, DH, FFG, GRA*

All employees are required by state law to report any suspected child abuse or neglect to a law enforcement agency, Child Protective Services, or appropriate state agency within 48 hours of the event that led to the suspicion. Reports to Child Protective Services can be made to the Texas Abuse Hotline at 800-252-5400.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the district is prohibited from retaliating against an employee who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

SAFETY *See Policy DC(Local)*

The District has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules
- Keep work areas clean and orderly at all times
- Immediately report all accidents to their supervisor
- Operate only equipment or machines for which they have training and authorization

SCHOOL PEST MANAGEMENT *See Policies DI and CLB*

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or

herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

The District will notify school staff and students of upcoming pesticide treatments. Notices will be posted in designated areas at school and sent home to parents who wish to be informed in advance of pesticide applications.

TEXAS HAZARD COMMUNICATION ACT (Employee Right to Know Legislation)

All employees are protected by occupational safety and health rules in this state regarding his/her possible exposure to hazardous substances in performing his/her work. Most employees of the District are not routinely exposed to hazardous substances, but if the employee is, he/she is entitled to receive training regarding those substances and have access to an information system to help the employee work in a safe environment.

The District is dedicated to implementing a program that will strive to ensure the safety and health of employees by evaluating the health effects of all chemicals and chemical materials used in District operations. For more information, refer to "The Hazard Communication Information Manual." See *Policies DI (Legal) and (Local)*

TOBACCO USE See *Policies DH (Local), GKA (Legal), and FNCD (Legal)*

Smoking or the use of any tobacco product is prohibited on all district-owned property and at school-related or school-sanctioned activities, on or off campus. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking while inside the vehicle.

TUTORING See *Policy DBF (Local)*

A teacher shall not provide private tutoring for pay for any student enrolled in his/her class(es).

VIOLATIONS See *Policy DO (Legal)*

Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violations of any policies, regulations, and guidelines may result in disciplinary action, including termination of employment.

Use of Electronic Media with Students See *Policy DH Local*

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may communicate through electronic media with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. All other employees are prohibited from communicating with students who are enrolled in the district through electronic media.

An employee is not subject to these provisions to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for the use of electronic media with students:

- *Electronic media* includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, MySpace, Twitter, LinkedIn). *Electronic media* also includes all forms of telecommunication such as landlines, cell phones, and Web-based applications.
- *E-mail* – E-mail sent to or received from students on district e-mail system and / or Newsflash Alerts from Teacher Web for the purpose of communicating solely on matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee

with an extracurricular duty, matters relating to the extracurricular activity, do not require written permission. E-mail from accounts outside of the district e-mail system will require permission if sent to currently enrolled students.

- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a *communication*; however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.
- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who uses electronic media to communicate with students shall observe the following:

- The employee may use any form of electronic media **except** text messaging. Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. Employees who utilize text messaging must attach at least one of the student's parents as a recipient of the text. Thus, both student and parent(s) are receiving the same text. As an alternative to sending to parents, teacher, trainer, or other employee may send a copy of the text to the district e-mail system should they have a device that provides this capability. This allows retention of the text as a written, printable record. The method selected is to be clearly communicated with parents prior to texting taking place.
- The employee does not have a right to privacy with respect to communications with students and parents.
- An employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
- The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL] to the extent possible.
 - Copyright law [Policy EFE]
- Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DF]
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through e-mail, text messaging, instant messaging, or any other form of one-to-one communication.

Electronic Media Usage Permission Application
Friendswood Independent School District

Employee Name:

Employee Position:

Campus:

Proposed media to be utilized with currently enrolled students per guidelines in Employee Handbook and DH LOCAL – include full description of media:

Rationale for Media Usage:

Web Address (url) of Media (if applicable):

Applicant's Signature :

Date:

-
- Approve
 Not Approved

Campus Principal Signature:

Date:

**Applications approved will be for one school year only.

TECHNOLOGY RESOURCES

See Policy CQ (Local)

AVAILABILITY OF ACCESS Access to the district's technology resources, including the Internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

LIMITED PERSONAL USE Limited personal use of the district's electronic communications systems by employees shall be permitted if the use:

1. Imposes no tangible cost on the District.
2. Does not unduly burden the District's technology resources.
3. Has no adverse effect on an employee's job performance or on a student's academic performance.

USE BY MEMBERS OF THE PUBLIC Access to the District's technology resources, including the Internet, shall be made available to members of the public, in accordance with administrative. Such use shall be permitted as long as the use:

1. Imposes no tangible cost to the District; and
2. Does not unduly burden the District's technology resources.

ACCEPTABLE USE The Superintendent or designee shall develop and implement administrative regulations, guidelines, and user agreements, consistent with the purposes and mission of the District and with law and policy.

Access to the district's technology resources is a privilege, not a right. All users are required to acknowledge receipt and understanding of all administrative regulations governing use of the district's technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. (See DH, FN series, FO series, and the Student Code of Conduct) Violations of law may result in criminal prosecution as well as disciplinary action by the District.

INTERNET SAFETY The Superintendent or designee shall develop and implement an Internet safety plan to:

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms.

FILTERING AND MONITORED USE Each District computer with Internet access and the District's net-work systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inap-propriate for students, or harmful to minors, as defined by the fed-eral Children's Internet Protection Act and as determined by the Superintendent or designee. The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

DISCLAIMER OF LIABILITY The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availa-

bility of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the Inter-net

RECORD
RETENTION

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

SECURITY
BREACH
NOTIFICATION

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities 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. Electronic mail, if the District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the District's Web site.
4. Publication through broadcast media.

COMPLAINTS AND GRIEVANCES

See Policy DGBA (Legal), DGBA (Local)

GUIDING PRINCIPLES

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level. Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee. If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

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

FREEDOM OF RETALIATION

Neither the Board nor any District employee shall unlawfully retaliate against any employee for bringing a concern or complaint.

"WHISTLEBLOWER" COMPLAINTS

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

COMPLAINTS AGAINST SUPERVISORS

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

COMPLAINTS

In this policy, the terms "complaint" and "grievance" shall have the same meaning. This policy shall apply to all employee complaints, except as provided below:

This policy shall apply to all employee complaints, except as provided below:

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

GENERAL PROVISIONS

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

postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

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

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process. The employee may designate a representative through written notice to the District at any level of this process. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

CONSOLIDATING COMPLAINTS

Complaints arising out of an event of a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

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

COMPLAINT FORM

Complaints under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed, but may be refilled with all the required information if the refilling is within the designated time for filing a complaint.

AUDIO RECORDING

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio re-cording is taking place.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

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

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

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

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

LEVEL TWO

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

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

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

The Level One record shall include:

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

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

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

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

LEVEL THREE

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

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

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

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

The Level Two record shall include:

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

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

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

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

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

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

SEPARATIONS

RESIGNATIONS *See Policy DFE Legal and Local*

All resignations shall be submitted in writing to the Superintendent or designee. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

An employee under a probationary contract, a term contract, or a continuing contract may relinquish the position and leave district employment without penalty by filing a written resignation with the Superintendent **no later than** 45 days prior to the first day of instruction of the following school year. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing. The educator may resign, with the consent of the Board or the Board's designee, at any other time.

The Superintendent or designee shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. The resignation is accepted upon receipt. The Superintendent or designee shall be authorized to accept a contract employee's resignation submitted or effective at any other time. The Superintendent or designee shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Superintendent.

The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.

ABANDONMENT OF CONTRACT

On written complaint of the District, the State Board for Educator Certification (SBEC) may impose sanctions against an educator who is employed under a probationary contract, or under a continuing or term contract for the following school year and who resigns, fails without good cause to comply with the resignation deadlines or the provision regarding resignation by consent, and fails without good cause to perform the contract.

TERMINATION DURING CONTRACT *(See Policy DF, DFAA, DFBA)*

DISCHARGE FOR GOOD CAUSE

An employee on a probationary or term contract may be discharged at any time for good cause as determined by the Board. Before any term contract employee is dismissed for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of the District's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist.

NOTICE TO THE STATE BOARD FOR EDUCATOR CERTIFICATION

The Superintendent shall notify in writing the State Board for Educator Certification (SBEC) within seven calendar days of the date the Superintendent first obtains or has knowledge of information indicating any of the following circumstances:

1. That an applicant for or a holder of an educator certificate has a reported criminal history.
2. The certificate holder engaged in conduct that violated the assessment instrument security procedures established under Education Code 39.0301; or
3. The certificate holder resigned and reasonable evidence supports a recommendation by the Superintendent to terminate the educator based on a determination that the educator engaged in misconduct described in 4(a)-(f) below [See DFE];
4. A certificate holder's employment at the District was terminated based on a determination that the certificate holder:
 - a. Sexually or physically abused or otherwise committed an unlawful act with a student or minor;
 - b. Possessed, transferred, sold, or distributed a controlled substance, as defined by Health and Safety Code Chapter 481 or by 21 U.S.C. Section 801 et seq.;

- c. Illegally transferred, appropriated, or expended funds or other property of the District;
- d. Attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or permit for the purpose of promotion or additional compensation;
- e. Committed a criminal offense or any part of a criminal offense on school property or at a school-sponsored event; or
- f. Solicited or engaged in sexual conduct or a romantic relationship with a student or minor.

The Superintendent shall notify the SBEC in writing within seven calendar days that a certificate holder resigned and reasonable evidence supported a recommendation by the Superintendent to terminate a certificate holder because he or she committed one of the acts specified in a-e above. Before an employee's resignation is accepted in such a circumstance, the Superintendent shall inform the employee in writing that a report will be made to the State Board for Educator Certification that may result in sanctions against the employee's certificate. The Superintendent shall notify the Board prior to filing a report of a resignation with SBEC.

CONTRACT NONRENEWAL *(See Policy DFAB, DFBB)*

The Board shall give the employee notice of its decision to terminate or nonrenew no later than the 45th day before the last day of instruction required in the contract. Termination provisions for a continuing contract employee are outlined in Board Policy DFCA (Legal).

DISMISSAL OF NONCONTRACT EMPLOYEES *See Policy DCD*

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons for race, religion, sex, national origin, disability, military status, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance.

EXIT INTERVIEWS AND PROCEDURES *See Policy DC (Local)*

An exit interview shall be conducted and a termination report prepared, if possible, for every employee who leaves employment with the District. These interviews shall be conducted in accordance with administrative procedures. Separating employees are asked to complete a questionnaire and to provide the District with a forwarding address and phone number. All District keys, books, property, and equipment must be returned upon separation from employment.

REDUCTION IN FORCE *(See Policy DFCA, DFF)*

A reduction in force may take place when the Board determines that financial exigency or a program change requires the discharge or nonrenewal of one or more employees. Such a determination constitutes sufficient cause for discharge or nonrenewal.

Financial exigency shall mean any event or occurrence that creates a need for the District to reduce financial expenditures for personnel including, but not limited to, a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need. Program change shall mean any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. The term shall include, but not be limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or District wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to particular course offerings, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.

RETIREMENT

HB 2644 establishes a "Rule of 80" criteria for determining full service retirement eligibility. This provides that members of T.R.S. are eligible for an unreduced annuity when the sum of their age and years of creditable service total 80.

See the TRS website at www.trs.state.tx.us for complete information. See Benefits in this handbook for additional district information.

DISABILITY RETIREMENT

See TRS website at www.trs.state.tx.us for complete information

GENERAL PROCEDURES

BAD WEATHER CLOSINGS

The District may close schools because of bad weather or emergency conditions. When such conditions exist, the superintendent will make the official decision concerning the closing of the District's facilities.

Listen to radio stations KIKK, KTRH, KILT and local TV stations Channels 2, 11 and 13, for announcements concerning the dismissal or cancellation of school or the time when classes will be resumed if such dismissal or cancellation becomes necessary.

BELL SCHEDULES

Staff members are expected to report to work punctually to their campus bell schedule and to check in, whether by punching in on the time clock or signing in on the time sheets, or by procedures established by the campus principal or supervisor at the assigned time to begin work. Hourly staff members must not check in early or late without the expressed permission of the supervisor. Your campus principal or supervisor will provide a schedule of duty hours.

BUDGET / PURCHASING SUPPLIES

Friendswood I.S.D. provides employees with the necessary resources and materials to do an effective job. A general operating budget for the District is adopted annually by the Board of Trustees.

For information on budget allotments, employees should consult their team leader, principal, or supervisor. No purchases can be made without following proper purchasing procedure. Employees should contact supervisors for the procedure for making a purchase.

CHANGE IN PERSONAL INFORMATION

Change in Name, Address or Phone Number Forms are available from your campus/department secretary, from the Payroll or Human Resources departments, and on the District website under Human Resources Department. Completed forms should be sent to the Human Resources department.

- **ADDRESS CHANGE.** To complete an address change, the FISD Change Form must be submitted to the Human Resources department. Employees must also contact our Benefit's Office to complete a Teacher Retirement change form and benefit change forms.
- **PHONE NUMBER CHANGE.** To complete phone number change, the FISD Change Form must be submitted to the Human Resources department.
- **NAME CHANGE.** To complete a name change with the district the employee must first change it with the Social Security Administration and Department of Public Safety. The FISD Change Form must then be submitted to the Human Resources department with a copy of new Driver's License and new Social Security Card attached. A written request is required with Teacher Retirement System including former name, new name, social security number, and new signature. Fax notification is not accepted, as original signatures are required. Employees must also contact our Benefit's Office to complete new benefit forms.

Certified personnel are required to provide updated contact information to the State Board of Educator Certification.

DUTY FREE LUNCH

Each teacher and full-time librarian is entitled to a 30 minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students. Exceptions are allowed due to personnel shortage, extreme economic conditions or unforeseen circumstances. Under such circumstances, the employee may be required to supervise students no more that 1 day per week.

EMERGENCIES

All employees should be familiar with the evacuation diagrams posted in their work areas. Fire, tornado, and other emergency drills will be conducted to familiarize the employees and students with

evacuation procedures. Fire extinguishers are located throughout all district buildings. Employees should know the location of the extinguishers nearest their place of work and how to use them.

IDs

Some staff members are required to wear FISD ID while on duty. Check with your supervisor.

INSERVICE PROGRAMS

Vital inservice programs provide professional growth opportunities in a variety of areas from improving management skills and interpersonal relationships to teaching techniques and subject area information. Workshops are scheduled on the state-required inservice days.

PERSONNEL DIRECTORY

The Human Resources department generates a Personnel Directory each year. All employees of the District must complete a Personnel Directory Form indicating if permission is granted to release as public information the employee's address and home phone number.

All employees receive a non-confidential directory that includes the names and positions of all employees. This directory may not include an employee's address and home phone number if the employee indicates the information is confidential. Administrators receive a confidential directory with all addresses and home numbers included.

PLANNING AND PREPARATION

Each teacher will have at least one period of not less than forty-five minutes free from supervision of students within the seven-hour school day. This period is to be used for parent-teacher conferences, reviewing students' work, and planning and preparation for effective instruction.

PROFESSIONAL INVOLVEMENT OPPORTUNITIES

Staff members have both learning and input opportunities through participation in several councils and committees, some of which follow:

- Friendswood Educational Improvement Committee (District Site-Based Committee elected by campus)
- Textbook Selection Committees
- Numerous Campus Committees
- Technology Committees
- Safety Committee
- Campus Site-Based Decision Committees

If interested in serving on one of these committees, a staff member should contact the building principal or department head.

SERVICE AWARDS

Recognition of service to the District is a priority. Certificates are awarded to employees completing five years of service in the District. Service pins are awarded to those employees completing ten years of service and each following five year interval of service.