



Austin Independent School District  
**EMPLOYEE HANDBOOK**  
September 1, 2022

## **Preface**

The Austin Independent School District (AISD or the District) is an equal opportunity employer and maintains a policy of nondiscrimination with respect to all employees and applicants for employment. All personnel actions such as recruitment, hiring, training, promotion, transfer, compensation and benefits, discipline, and termination are administered without regard to race, color, national origin, religion, gender, age, disability, genetic information, military status, or any other basis prohibited by law, in accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (34 CFR Part 110); Section 504 of the Rehabilitation Act of 1973, as amended; Title II of the Americans with Disabilities Act of 1990; and local Board policies. The Executive Director of Human Capital coordinates compliance with the legal requirements above. The Office of Human Capital coordinates compliance with the provisions of Title IX of the Education Amendments of 1972. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities, as well as the business needs of the District.

## Table of Contents

---

Table of Contents	2
Welcome to the District	8
About This Handbook	8
District Online Resources	8
District Vision, Mission, and Values	9
Strategic Plan Framework 2020-2025	9
Mission	9
Vision	9
Values	9
Priority Focus Areas	9
Board of Trustees	10
Responsibilities of Leadership	10
Board Service	10
Welcome to a Meeting of the Board	10
District Communication	11
District Website	11
Technology Resources and Data Management	11
Technology Procedures for Remote Workspaces	11
District Advisory Bodies	12
Employee Involvement	12
Employment	13
Contract and Non-Contract Employment	13
District Employees	13
Types of Contracts	13
Probationary Contract	13
Term Contracts	13
Non-Chapter 21 District Contracts	13
Certification and Licenses	14
At-Will Employees	14
Other Types of Employment	14
Part-time Employee	14
Temporary/Hourly Employee	14
Substitutes	14
Employment Status of Substitutes	14
Recertification of Employment Authorization	15
Work Assignments and Schedules	15
District Calendar	15
General District Hours	15

Professional Employees	15
Classified and At-Will Employees	16
Break Periods	16
Supplemental Duties	16
Reassignments and Transfers	17
Job Vacancy Announcements	17
ADA Accommodations	17
Employee Files	17
Performance Appraisals	18
Intervention Plans	18
Parental Notification Regarding Qualifications	18
Outside Employment	19
Private Tutoring	19
Abandonment of Job	19
Resignations	19
Contract Employees	19
Classified Employees	20
Termination of Probationary Contracts	20
Termination during the Contract Term	20
Termination at the End of Contract Term	20
Nonrenewal of Term Contract	20
Nonrenewal Recommendations	20
Reasons for Nonrenewal	20
Notice and Hearing	22
Termination of Term Contracts	22
Termination Recommendations	22
Reasons for Termination	22
Dismissal of Noncontract Employees	23
Compensation and Benefits	26
Compensation	26
Active Status	26
Salary Schedules	26
Supplemental Pay	26
Summer Pay	26
Stipends	26
Overtime and Compensatory Time	27
Payroll Check Errors	27
Weather Day Timekeeping Procedures	27
Establishing Proper Credit for Salary Placement Purposes	29
Documentation of Service Credit via Service Record for Experience	29

Education and Experience Credit	30
Salary Credit on the Teacher/Professional Salary Scale for Service as a Substitute Teacher	30
Salary Credit on the Teacher/Professional Salary Scale for Service as a Teacher Assistant	30
Salary Credit on the Teacher/Professional Salary Scale for Military Service	30
Timing of Salary Changes	30
Employee New Hire/Change of Assignment for Current Employee:	30
Payroll	31
Payroll Deductions	31
Wage Garnishments	32
Employee Retirement	32
Tax Deferred Retirement Plans	32
Employment after Retirement	32
Employee Benefits	32
Eligibility for Benefits	32
New Hire Enrollment	32
Benefits Enrollment	32
Health, Dental, Vision, Basic Life, Optional Life, and Long Term & Short Term Disability	33
Flexible Benefits and Supplemental Benefits	33
Texas Medical Assistance Program Required Employee Notification	33
Whistleblower Protection	33
Leave	33
District Employee	34
Earning Leave	34
Leave Balances after Resignation	34
Leave Proration	34
Employment Status upon Returning From Leave	34
Using Leave	34
Personal Leave Use	35
Non-Discretionary Use	35
Discretionary Use	35
Use of Discretionary Leave	35
Request for Leave	35
Limit on Approval of Paid Leave	35
Medical Certification	35
Fitness for Duty	36
Recording	36
Neutral Absence Control	36
Leave Categories – Paid Leave	36
Civic Leave	37
Leave Categories – Unpaid Leave	37

Temporary Disability Leave	38
Extended Sick Leave	38
Parenting Leave	38
Professional Leave	39
Employee Organization Development Leave	39
Other Leave Categories	39
Workers' Compensation	40
Workers' Compensation Benefits	40
Unemployment Compensation	40
Employee Assistance Program	40
Employee Conduct	41
Introduction	41
Employee Standards of Conduct	41
Educators' Code of Ethics and Standard Practices for Texas Educators	41
Reporting Requirements	44
Criminal History	44
Arrests and Convictions	44
Drug-Free Workplace Requirements	45
Tobacco Use	45
Alcohol and Drugs	45
Searches and Alcohol and Drug Testing	46
Possession of Firearms and Weapons	46
Fraud and Financial Impropriety	46
Dress Code	47
Discrimination and Harassment Policies	47
Sexual Harassment	47
Retaliation	47
Prohibited Conduct	48
Reporting Procedures	48
The Investigation of the Report	48
Appeal	49
Discrimination and Harassment of Students	49
Sexual Harassment by an Employee	49
Sexual Harassment by Others	49
Gender-Based Harassment	50
Dating Violence by Students	50
Other Prohibited Conduct	50
Notice to Parents	51
Investigation	51
Reporting Suspected Child Abuse or Neglect	52

Confidentiality of Report: Good Faith Reporting	52
Failure to Report	53
Parent Refusal to Administer Drug as Sole Basis for Report Not Allowed	53
Electronic Communication	53
Personal Use	53
Use with Students	54
General Guidelines	54
Additional Provisions	54
Copyrighted Materials	55
Fair Use Test	55
Instructional Materials	55
Parent and Student Complaints	55
Administering Medication to Students	55
Dietary Supplements	56
Employee Rights and Responsibilities	57
Employee Grievances	57
Formal Process	57
General Provisions and Definitions	58
Employee Mediation	61
Confidentiality	61
Employee Rights	61
Third Parties	61
Request for Mediation	62
Religious Observances	62
Lactation Support Program	62
Employee Liability	62
Service of Civil Process and Subpoenas	62
Freedom of Association	63
Drop-In Visits	63
Use of District Facilities	63
Violations	63
Charitable Contributions	63
Distribution of Non-School Literature	63
Non-school Literature	63
Prior Review	63
Limitation on Content	64
Time, Place, and Manner Restrictions	64
Violations of Policy	64
Political Activity	64
Health, Safety, and Security	65

Employee IDs	65
Visitors in the Workplace	65
Guidelines for Vendors	65
After Hours Access to School Buildings	65
Police: Who to Call?	65
Campus Emergency Operations Plan	65
First Aid, CPR, and AED Certification	66
Accidents Involving Students or School Personnel	66
What do you do?	66
Job Safety Resources	66
Accidents and Accident Prevention	67
Blood-borne Pathogen Safety	67
Pest Control Treatment	67
Bad Weather Closing	68
Field Trips and Parent Consent	68
Student Discipline	68
Student Attendance	68
Bullying	68
Hazing	68
District Services	69
Regional XIII Service Center	69
Department of Professional Learning	69
Library Media Services	69
Library Media Services Technology Support	69
Professional Resources Library	69
Materials Acquisition	69
Materials Processing Center	69

## Welcome to the District

---

Welcome to the Austin Independent School District, a dynamic and creative environment where every employee makes a difference for students. We prepare every student with the knowledge and skills to thrive in college, career, and life.

Please call your supervisor or the Office of Human Capital for help when you need it. Best wishes in your exciting and rewarding career with the Austin Independent School District.

### **About This Handbook**

This handbook was prepared by the Office of Human Capital. Information about the District, how it is organized, District goals, and who to call with questions on a wide variety of topics is provided for your use. Issues too broad to be addressed here are referenced with available sources for detailed information.

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all District policies and procedures are included. Some of those included have been summarized. Suggestions for additions and improvements to this handbook are welcome and can be made by contacting the Office of Human Capital.

This handbook is neither a contract nor a substitute for the District's official Board Policy Manual. It is not intended to alter the status of at-will employees in any way. Rather, it is a guide to, and a brief explanation of, District policies related to employment. District policies and procedures may change at any time. Changes to District policies shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate District office. District policies may be accessed online at [AISD Board Policies](#).

### **District Online Resources**

AISD's main website can be accessed at [www.austinisd.org](http://www.austinisd.org).

A map of AISD's current campuses and district facilities can be found at [www.austinisd.org/modules/custom/schools/maps/schools.html](http://www.austinisd.org/modules/custom/schools/maps/schools.html).

The district's Organizational Chart can be found by visiting the [www.austinisd.org](http://www.austinisd.org), selecting "Our District" from the top menu, and selecting "Organizational Chart." This chart is updated daily from the District's systems.

All AISD calendars can be found at [www.austinisd.org/calendar](http://www.austinisd.org/calendar). This includes school year calendars, testing calendars, recognition calendars, and key events.

The AISD Staff Directory can be found at [www.austinisd.org/directory](http://www.austinisd.org/directory).



# District Vision, Mission, and Values

---

## Strategic Plan Framework 2020-2025

### Mission

We prepare every student with the knowledge and skills to thrive in college, career, and life.

### Vision

We are Austin’s home for inclusive learning: high expectations for all children, high outcomes for every student

### Values

In our interactions with students, families, community stakeholders and each other, we commit to:

- Caring for every child to be healthy, safe, engaged, supported, and challenged.
- Educational equity, to ensure every child receives what is needed to develop to their full potential.
- Innovation and academic excellence to inspire the next generation of leaders, civically engaged citizens, creative and critical thinkers, and lifelong learners.
- Valuing diversity, inclusion and meaningful engagement of all voices as we collaborate to improve the common good.
- A culture of respect, transparency, and data-informed decision making to build trusting relationships with each other and those we serve.
- Engaging our employees and inviting their collaboration to make AISD a great place to work.
- Aligning resources to student needs, to be strategic stewards of financial and human capacities to achieve our vision and mission.

### Priority Focus Areas

<b>Student Well-Being and Achievement</b>	<b>Teacher &amp; Employee Well-Being</b>	<b>Culture of Respect &amp; Customer Service</b>	<b>Fiscal Stewardship and Prioritization</b>
<b>Equity</b>			

**AISD: Every Child, Every Day**

Additional information can be found at [AISD Strategic Plan 2020-2025](#).

*Approved by the Board of Trustees, 06/22/2020*

## **Board of Trustees**

---

The AISD Board of Trustees is the governing body of the District. These nine elected volunteers serve without pay during their four-year terms of office. The Board's main functions include setting policies, adopting the District's budget, setting a tax rate, hiring a superintendent, and general governance of the District.

The Board includes seven members elected from single member districts and two members who are elected at large by all voters in the school District. After each election, the Board members elect their own officers.

The Board's districts are:

- **At Large** (District-wide)
- **At Large** (District-wide)
- **District 1** is roughly defined as northeast Austin.
- **District 2** is mostly east and southeast Austin.
- **District 3** is defined as north central Austin.
- **District 4** is considered the northwest part of Austin.
- **District 5** is west central Austin.
- **District 6** is defined as south central Austin.
- **District 7** is the southwest portion of Austin

### **Responsibilities of Leadership**

As the District's elected leaders, Trustees represent community expectations as they provide oversight of related governance issues, and establish policies and standards by which the District's success is measured. Responsibilities of the Board also include establishing policies for operation of the District and for ensuring its financial viability. Trustees employ the superintendent, approve the budget and monitor expenditures, set the tax rate, and may call for a bond election. Additional information can be found at [AISD Board of Trustees](#).

### **Board Service**

Members are elected to a four-year term of office. On a rotating basis, Board seats are filled during bi-annual elections held on the first Tuesday in November. Vacancies are filled by appointment or special election until the next election. Candidates to the Board of Trustees must conform to the eligibility requirements of the Texas Election Code.

### **Welcome to a Meeting of the Board**

All Board meetings are open to the public, except for Closed Sessions, also called Executive Sessions, which are discussed in more detail below. The Board holds official regular meetings every month except July. The Board Auditorium is located at the AISD Headquarters, 4000 S. IH-35 Frontage Rd., Austin, Texas 78704. With public notice, Trustees also hold special meetings and work sessions as needed. A majority of the Board constitutes a quorum for the transaction of business. All public meetings are cablecast live on AISD Cable Channel 22 and are periodically re-cablecast. Board meetings may also be viewed online via web cast. Additional information can be found at [Board Meetings](#).

As established by the Texas Open Meetings Act, Tex. Govt Code § 551, parts of Board meetings may be closed to the public such as consideration of real estate transactions, personnel matters, student hearings, and legal matters.

## District Communication

---

### District Website

The AISD website is [www.austinisd.org](http://www.austinisd.org). The website provides access to the District's calendars, current announcements, District and campus information, job postings, Board policies, and other relevant information.

### Technology Resources and Data Management

Access to the District's technology resources, including its electronic communications, network access to the Internet, and computer systems and equipment, is a privilege, not a right. Access shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations, District policy, and law. All District employees are required to adhere to the District's [Acceptable Use Guidelines](#). Violations of the Acceptable Use Guidelines may result in disciplinary action, which could include revocation of access.

One of the resources provided to District employees is an electronic mail system. Electronic mail transmissions and other use of the electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use. Therefore, employees are strongly advised not to place personal, financial, legal, health history, family difficulty, or sexual activity information on any District computer you access or are assigned to. Additionally, employees are not authorized to place unauthorized or unapproved software on District computers. Employees should also adhere to the District's Email Etiquette standards. Additional information can be found in [Board Policy](#).

Employees and students who are authorized to use District data systems are required to abide by District policies and administrative procedures. Failure to do so may lead to disciplinary action and can result in suspension or termination of privileges. Additional information can be found in [Policy CQ](#).

### Technology Procedures for Remote Workspaces

**In some circumstances, at the discretion of the district, employees may be asked or required to work remotely. In these situations, technology procedures and guidelines should be followed.** Computers used at the telecommuting work location should be issued by AISD. Employees accessing confidential information should do so by using a virtual private network (VPN). Additional information can be found at [www.austinisd.org/staff/remote](http://www.austinisd.org/staff/remote), including guidance on how to obtain VPN access through the district. Employees agree to follow all computing and data security policies and guidelines established by AISD. In the event that AISD, at its sole discretion, provides equipment, software, and/or supplies for use by employees during the remote work period, employees agree that any use of equipment, software, and supplies provided by AISD for use at the offsite work location is limited to authorized people and for purposes related to work, and that it remains the property of AISD.

In these circumstances, employees must have wi-fi or internet access, and the ability to receive phone calls or print or scan documents. Employees must have the flexibility to work in an office, a school setting or from home, and the ability to work with a variety of software programs and to participate in virtual meetings, webinars and on-line learning or professional development as needed or may be required.

AISD will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, insurance, telephone, internet connections, travel mileage, etc.) associated with remote work situations.

## District Advisory Bodies

---

Policy BDF (LOCAL) was adopted by the Board of Trustees in June 2011 to provide a systematic approach to and centralized coordination of all District advisory bodies. This policy requires that all District advisory bodies have open meetings and websites with standard content, including meeting schedules, agendas, minutes, and membership rosters. In addition, the policy requires that all standing District advisory bodies have bylaws and that all ad hoc (temporary) District advisory bodies have charters, based on standard templates. The policy also establishes a biennial sunset review for all District advisory bodies not required by state law. Additional information can be found in [Policy BDF](#).

An umbrella website for all District advisory bodies may be found at: [Advisory Bodies](#).

This umbrella website includes links to individual websites for each advisory body, a standard membership application form, guidelines for citizen's communications and visitors, and additional information.

Ad hoc advisory bodies are formed for a particular purpose and meet for a limited time, and are discontinued when their work is completed. Periodic advisory bodies are also formed for a particular purpose, but on a recurring basis as needed.

### **Employee Involvement**

At both the campus and district levels, Austin ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees may be selected to serve on district- or campus-level advisory committees. For more information about the shared decision-making process and various committees, please connect with your department supervisor or campus administrator.

# Employment

---

## **Contract and Non-Contract Employment**

Employment, assignment, and job requirements will be handled in accordance with the requirements for any position as specified in the job description and as determined by the appropriate administrator. Where job requirements include educational degrees, certificates, and/or licenses, the employee must provide official documents and place them on file with the Office of Human Capital prior to the first day of employment or as soon thereafter as possible.

### **District Employees**

District employees are both professional and at-will/classified employees, including employees who work part-time on a regular basis. Professional employees are generally employed under a contract and are not eligible for overtime. Classified employees are generally employed on an at-will basis, must track their work time in the district's time management system, and are eligible to earn overtime.

## **Types of Contracts**

At the discretion of the Superintendent, professional employees may be issued a contract governed by the Texas Education Code. See more information about contracts below.

### **Probationary Contract**

Professional employees, including full-time classroom teachers, counselors, librarians, and administrators, who have not been previously employed with the District and are not employed in a temporary status, are employed under a probationary contract. After a two-year lapse in employment with the District, a former professional employee who returns to employment with the District will be employed under a probationary contract.

The probationary contract is for one school year, and is normally issued for a total of three one-year periods. However, the Board may offer a probationary contract for a fourth consecutive year if, during the third year of the probationary period, the Board determines that it is doubtful whether a term contract should be given. The decision to offer a fourth year probationary contract rests solely with the Board.

Teachers, who have not been previously employed with the District and who have been employed in public education for at least five of the preceding eight years, will be employed with the District under a probationary contract for one year. After the one year probationary period, if the teacher continues in employment with the District, they will be employed under a term contract. Additional Information can be found in [Policy DCA](#).

### **Term Contracts**

After any applicable probationary contract period required by the District, term contracts may be issued to professional employees. Term contracts may be issued for a period of one, two, or three-years. An employee does not have a property interest in a term contract beyond its term. Additional information can be found in [Policy DCB](#).

### **Non-Chapter 21 District Contracts**

Identified Professional employees who are not required to hold a certificate issued under Chapter 21 of the Texas Education Code may be issued a Non-Chapter 21 District Contract. These contracts shall not be governed by Chapter 21 of the Education Code and are generally issued to those in hard to fill positions. Additional information can be found in [Policy DCE](#).

## **Certification and Licenses**

Professional employees whose positions require SBEC certification or a professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to the Office of Human Capital in a timely manner. Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify the Office of Human Capital when there is action against, or revocation of, their license.

A certified employee's contract may be voided without Chapter 21 due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact the Office of Human Capital if you have any questions regarding certification or licensure requirements.

## **At-Will Employees**

Employees who are not hired under a contract are employed on an at-will basis. The employment-at-will doctrine is the law of Texas, under which the District has no duty to an employee regarding continuation of employment. At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. Additional information can be found in [Policy DCD](#).

## **Other Types of Employment**

### **Part-time Employee**

A part-time employee is defined as an employee who works less than 20 hours per week.

### **Temporary/Hourly Employee**

Temporary/Hourly is an employment status indicating that the temporary status employee is compensated with an hourly wage versus a monthly salary. A temporary/hourly employee is paid only for time worked, does not occupy an approved position in the District budget, and is not eligible for insurance or leave benefits. The employment status of a temporary/hourly employee is identical to the employment status of a substitute as expressed below.

Sometimes a school has a need for extra help, which is designated as temporary/hourly employment (temp/hourly). The school or department may utilize an individual to assist as extra help. Extra help is always paid from the school or department budget. Examples of extra help assignments include: tutoring, small group instruction, one-on-one teacher assistant, binder collation, data entry, STAAR/EOC preparation, material inventory, etc.

### **Substitutes**

A substitute is available to work either in day-to-day roles for teachers or teacher assistants, in place of a regular employee when that employee is out on an approved leave of absence, or in a vacancy while that vacancy is in the process of being filled. Qualifications for working as a substitute in AISD will be maintained by the Office of Human Capital. Rates of pay for substitutes are established by the Board of Trustees. See more: [Substitute Services Office](#).

### **Employment Status of Substitutes**

1. An individual who has been approved for inclusion on the substitute list has no expressed or implied right to any particular assignment at any time.
2. Any individual who has been approved for inclusion on the substitute list serves at the will of the District and has no expressed or implied right to continued employment with the District.
3. At any time and without prior notice, the District may, at its sole discretion, elect to stop utilizing the services of any individual on the substitute list. This decision may not be appealed.

## **Recertification of Employment Authorization**

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact the Office of Human Capital if you have any questions regarding reverification of employment authorization.

## **Work Assignments and Schedules**

Making sure that the best interests of the District are being served is the main consideration when the District assigns employees to a position. The employee's qualifications, licensing, specializations, and certifications are considered when they are assigned to a job. All employees are subject to assignment and reassignment by the Superintendent or designee. The principal's criteria for approval of campus appointments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. In exercising their authority to approve appointments and reassignments, principals shall work cooperatively with central office staff to ensure the efficient operation of the District as a whole.

### **District Calendar**

The AISD school calendar is adopted and distributed to employees and the public annually. The calendar designates school holidays and includes days for instructional preparation. Holidays as well as start and end dates for employees may vary year-to-year. Refer to the approved [District calendar](#) for holidays and events.

### **General District Hours**

Some locations have extended the school day or adjusted hours for various reasons. To find the exact hours of operation, contact the school, department, or facility in question.

Generally, the school day for students is as follows:

- Elementary 7:40 a.m. to 3:10 p.m.
- Middle School 8:20 a.m. to 3:50 p.m.
- High School 9:05 a.m. to 4:35 p.m.

Generally, duty hours for teachers are as follows:

- Elementary 7:30 a.m. to 3:30 p.m.
- Middle School 8:00 a.m. to 4:00 p.m.
- High School 8:40 a.m. to 4:40 p.m.

Generally, duty hours for clerical staff, counselors, and administration are as follows:

- Elementary 7:30 a.m. to 4:30 p.m.
- Middle School 7:30 a.m. to 4:30 p.m.
- High School 7:45 a.m. to 4:45 p.m.

Generally, duty hours for District employees who work at Central Office or other facilities are 7:45 a.m. to 4:45 p.m.

### **Professional Employees**

Professional and administrative employees are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the District. While the District establishes general work schedules, all professional employees, including administrators, are expected to work the hours and days reasonably required to carry out their job duties in a professional and thorough manner.

Classroom teachers will have planning periods for instructional preparation, including 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 during lunch one day a week when no other personnel are available.

### **Classified and At-Will Employees**

Classified 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. These employees are eligible to earn overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor.

Classified employees should only clock-in for the hours they are actively working per their approved work schedule. Travel time to and from an employee's assigned work location at the beginning and end of the day are not counted towards an employee's scheduled hours. Using VPN access to clock-in and -out should only be used if an employee has received permission from their supervisor to work from a remote location, and should only be used during the time when an employee is actively working.

Classified employees who have not been previously employed with the District must remain in their current assignment for a minimum of 135 calendar days before applying for other District positions for which they are qualified.

### **Break Periods**

Break periods, such as meals or rest periods, may or may not be compensated, depending in large part on whether the employee is relieved from duty and the amount of time given for the activity.

#### **Lunch Breaks**

If work circumstances permit, all District employees who work eight hours per day shall be given a minimum of thirty minutes per day for lunch. This means that the total scheduled workday will be eight and half hours (eight hours worked and thirty minutes for lunch). If a lunch period is granted, it will be "duty free" and without pay, so employees who are required to track their time must clock-out for lunch. If the lunch period were scheduled to be extended beyond thirty minutes, the scheduled workday would be extended accordingly

For classified employees, special work circumstances may occasionally require that some employees work during this period. However, a lunch break should typically be granted at some point during the middle of the day.

#### **Breaks**

Classified employees may be allowed to take a paid work break if their regular duty schedule calls for four hours or more of continuous work. For example, if a classified employee works eight hours, they may be given a fifteen minute break in the morning and a fifteen minute break in the afternoon. Administrators and supervisors are encouraged to provide breaks when work circumstances permit. Break periods, such as coffee, snack, or rest breaks, are compensated rest periods, so employees who are required to track their time do not have to clock-out for breaks.

Breaks are subject to certain restrictions:

- No break should be taken until at least one hour after starting time.
- Break periods will be limited to a maximum of fifteen minutes or less.
- Work breaks may not be combined to allow for a longer break period.
- Employees may not take a break at the end of a scheduled workday in order to leave early.
- No additional pay will be given to employees who do not take a work break.
- Break time cannot be accumulated.
- Work breaks may not be used to extend a lunch break.

### **Supplemental Duties**

The Superintendent or designee may remove, assign, or reassign supplemental duties at any time during the contract term. An employee who wishes to relinquish a paid supplemental duty must notify the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.



## **Reassignments and Transfers**

All employees are subject to assignment and reassignment by the Superintendent or designee when the Superintendent or designee determines that the assignment or reassignment is in the best interest of the District. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes.

Current AISD employees with the required qualifications for a position can apply for open positions by submitting an internal application through AppliTrack. Professional and administrative employees are eligible to transfer after completing two years in their current location and must be in good standing and apply by the district transfer timeline. After successfully completing the 135 day probationary period, classified employees may apply for open positions during the District's transfer process.

## **Job Vacancy Announcements**

Information about AISD jobs, employment with the District and current open positions are posted on the [AISD Careers](#) webpage.

## **ADA Accommodations**

AISD will make reasonable accommodations for qualified individuals with known disabilities. An employee with a disability requiring reasonable accommodation(s) should begin the interactive process by contacting the Office of Employee Relations at [ADAaccommodations@austinsisd.org](mailto:ADAaccommodations@austinsisd.org)

## **Employee Files**

The Office of Human Capital maintains a personnel file for each District employee. An employee's file may include: application, appointment letter, change of assignment letter, salary letter, action sheets, appraisals, contracts, a copy of the social security card, official college transcripts, and service records. Other documents related to a person's employment with the District may also be maintained in the employee file. All medical records, if any, will be kept in a separate confidential file.

Personnel files may also be maintained by the campus administration or department supervisor. Employee evaluation records may be maintained in this file, as well as other documents related to the employee's activities within the campus or department.

Employees may receive a copy of their personnel file by submitting a request under the Texas Public Information Act through the Office of the Superintendent. The public may also request to review and or obtain copies of employee files under the Texas Public Information Act. Certain information contained in personnel files is confidential and is not released to the public. The Office of Human Capital and/or the Supervisor of Public Information will use best efforts to notify an employee when a request has been made for a copy of his or her employee file by a member of the public. Additional information can be found in [Policy DBA](#).

Most district records, including personnel records, are public information and must be released upon request. Employees may choose to have the following personal information withheld:

- Address
- Phone number
- Social Security number
- E-mail address
- Information that reveals whether they have family members

The choice to not allow public access to this information may be communicated at any time by submitting a written request to the Office of Human Capital.

It is important that public records be kept up to date. Employees must notify the Office of Human Capital if there are any changes or corrections to their name or emergency contact. Forms to process a change in personal information can be obtained from the Office of Human Capital. Changes in address, phone number, or personal email can be made by employees directly through [AISD Portal](#). After logging into AISD Portal, employees must select the BOLT Employee tile to edit their profile.

## **Performance Appraisals**

Appraisal of an employee's job performance is a continuous process that is designed to assist the employee to maintain a high level of overall performance and to improve any performance areas where there are concerns. Performance appraisal is based on an employee's position, job responsibilities, and other job-related criteria. All District employees will receive at least one annual appraisal; however, more frequent appraisal may occur when, in the supervisor's determination, an appraisal is necessary to address performance concerns or other aspects of the employee's job.

The Department of Employee Effectiveness provides professional learning and support for all appraisal systems in AISD. Appraisals should be entered through AISD's Human Capital Platform, which can be accessed through [AISD Portal](#). All employees are expected to participate in the appraisal process with their assigned appraiser(s), including attending any performance conferences, reviewing their appraisals, and providing any necessary response, input, or collaboration.

Teachers are evaluated through the Professional Pathways for Teachers (PPFT) Appraisal, and campus administrators are evaluated through the Campus Administrator Performance Review (CAPR). The Counselor Appraisal System (CAS) focuses on three components that are in alignment with the Texas Comprehensive Guidance and Counseling Program and the American School Counseling Association. The Librarian Appraisal System (LAS) focuses on two components that are in alignment with the National Library Standards. Classified employees are evaluated on ten performance domains. Non-Teaching Professional or Non-Campus Based Administrators include staff who are not teachers, campus administrators, or classified, such as instructional coaches/specialists, and central administrators, and are evaluated in six domains with specific key indicators that represent effectiveness. Additional information can be found at [Employee Effectiveness](#).

Teacher performance appraisals are confidential and are not released to third parties, except as required by [law](#).

## **Intervention Plans**

Any District employee may be placed on an intervention plan when the employee's appraiser determines it is necessary to address performance concerns or the employee's appraisal demonstrates a need for an intervention plan. Intervention plans should be a collaborative process between the employee and the employee's appraiser and should provide the employee with an opportunity to demonstrate performance improvement. Intervention plans must be in writing, for a period of at least six weeks, and based on the employee's appraisal criteria. Intervention plans may also be revised as deemed necessary by the employee's appraiser.

Additional information about when Intervention plans are required for a teacher based on PPFT scores can be found in the PPFT Appraisal Support Guide at [PPFT Appraisal](#).

## **Parental Notification Regarding Qualifications**

At the beginning of each school year, in accordance with the Elementary and Secondary Education Act (ESEA), the District shall notify parents of students attending schools receiving Title I funds that they can request information regarding the professional qualifications of the student's classroom teachers. The District shall also notify parents of students attending schools receiving Title I funds that the student has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

Under Texas law, if the District assigns an inappropriately certified or uncertified teacher to the same classroom for more than 30 consecutive instructional days during the same school year, the District shall provide written notice of the assignment to a parent or guardian of each student in that classroom. An "inappropriately certified or uncertified teacher" includes an individual serving on an emergency certificate or an individual who does not hold any certificate

or permit. Written notice will be provided no later than the 30th instructional day after the date of the assignment; however, if notice is provided to parents in accordance with the ESEA, this notice under state law is not required.

## **Outside Employment**

District employees shall not engage in any non-District employment or any private business during regular duty hours or the hours otherwise necessary to fulfill assigned duties. This prohibition does not apply when an employee is on approved leave.

A district employee's additional or supplementary part-time employment shall not interfere in any way with the complete and efficient performance of their regular job duties and obligations with the District.

In addition, an employee shall not engage in any non-District employment that:

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

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

Principals, directors, executive directors, associate superintendents, and chief officers shall provide current, written notice to their immediate supervisor of all outside employment. Additional information can be found in [Policy DBD](#).

## **Private Tutoring**

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

## **Abandonment of Job**

An employee who is absent from work for five or more consecutive working days without notice or approval, and who cannot be reached by the immediate supervisor, may be separated from the District due to job abandonment in accordance with District policy. Additional information can be found in Policy [DEC \(Local\)](#).

## **Resignations**

### **Contract Employees**

All resignations must be submitted electronically through the [AISD Cloud](#). Resignations that are submitted in compliance with the deadlines listed below are accepted upon receipt.

If an employee wishes to resign at the end of their contract period, they must notify the District that they do not plan to continue employment before any penalty deadlines. If an employee wishes to be released during the term of their contract, the request must be submitted in writing at least 45 days in advance for consideration.

Employees whose contracts are governed by Chapter 21 of the Texas Education Code and wish to resign at the end of their contract term must submit their resignation no later than 45 days prior to the first day of instruction for the upcoming school year. If the deadline has passed, employees must submit a contract release form to their principal, who will then submit the form to the Assistant Superintendent of Human Capital Systems for consideration. It is possible that the employee may not be released from their contract.

All property and records belonging to the District must be turned in to an employee's immediate supervisor no later than the employee's last day of work with the District. Additional information can be found in [Policy DFE](#).

Employees who elect to resign in lieu of nonrenewal or termination are not eligible for rehire in the District. Additional information can be found in [Policy DC](#).

### **Classified Employees**

Classified employees who wish to resign from their employment with the District should notify their principal or department head and submit the resignation electronically through AISD Cloud at least two weeks prior to the last day of work to allow time to secure an adequate replacement. A classified employee who resigns within a ten working day period following the end of winter or spring break will not be paid for the holiday period. Vacation days may not be used as part of the ten working day requirement following winter or spring break.

Employees who elect to resign in lieu of termination are not eligible for rehire in the District. Additional information can be found in [Policy DC](#).

## **Termination of Probationary Contracts**

### **Termination during the Contract Term**

Any probationary contract employee may be discharged at any time for good cause as determined by the Board. "Good cause" is the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state.

The employee shall be given reasonable notice in writing of proposed termination. Certain employees whose contracts are governed by Chapter 21 of the Texas Education Code may be entitled to a hearing. Additional information can be found in [Policy DFAA](#).

### **Termination at the End of Contract Term**

The Board may terminate a probationary contract at the end of the contract period if in the Board's judgment such termination will serve the best interests of the District.

The Board shall give the employee notice of its decision to terminate the employment not later than the tenth day before the last day of instruction required under the contract.

The Board's decision to terminate a probationary contract at the end of a contract period is final and may not be appealed. Additional information can be found in [Policy DFAB](#).

## **Nonrenewal of Term Contract**

An employee's term contract may be nonrenewed at the end of the current contract term.

### **Nonrenewal Recommendations**

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

### **Reasons for Nonrenewal**

The recommendation to the Board and its decision not to renew a contract under Policy DFBB shall not be based on an employee's exercise of Constitutional rights, protected characteristic, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetence or inefficiency in the performance of duties.

4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency.
10. Reduction in force because of a program change. (See DFFB)
11. The employee is not retained at a campus that has been repurposed in accordance with law. (See AIC)
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Use of a computer, school mail, or any other means of communication in a manner that is harassing, offensive, or disruptive to the school operations.
15. Failure to meet the District's standards of professional conduct.
16. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH (Local). (See DH)
17. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed in Policy DH (Local); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. (See DH)
18. Misappropriation of public funds.
19. Theft of District property.
20. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
21. Disability, not otherwise protected by law, which prevents the employee from performing the essential functions of the job.
22. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
23. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
24. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community or colleagues.
25. A significant lack of student progress attributed to the educator.
26. Behavior that presents a danger of physical harm to a student or to other individuals.
27. Assault on a person on school property or a school-related function, or on an employee, student, or student's parent regardless of time or place.
28. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
29. Falsification of records or other documents related to the District's activities.
30. Falsification or omission of required information on an employment application.
31. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
32. Failure to fulfill requirements for certification, including passing certification examinations required by state law or federal law or by the District, for the employee's assignment.
33. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
34. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
35. Abandonment of contract with the District.
36. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
37. The solicitation, encouragement, insinuation, or consummation of an inappropriate written, verbal, or physical relationship with a student.
38. Violation of the privacy rights of students under the federal Family Educational Rights and Privacy Acts (FERPA).

39. Any reason that makes the employment relationship void or voidable, such as violation of federal, state, or local law.
40. Any reason constituting good cause for terminating the contract during its term.

### **Notice and Hearing**

When a term contract employee is proposed for nonrenewal at the end of the contract term, they will receive notice from the Board of the proposed action. If the employee desires a hearing after receiving notice from the Board of the proposed nonrenewal, the employee shall notify the Board in writing not later than the fifteenth day after the date the employee receives written notice of the proposed action.

When a timely request is received by the Board President, the hearing shall be held not later than the fifteenth day after receipt of the request, unless the parties mutually agree in writing to an extension. The hearing process provides for the employee and administration to be represented by a representative of their choice, to present evidence and hear the evidence on which the charges are based or refuted, and cross-examine each other's witnesses. A record of the hearing is made. After all evidence has been presented, the Board will make its decision and notify the employee by providing written notice not later than the fifteenth day after the date on which the hearing is concluded. Additional information can be found in [Policy DFBB](#).

## **Termination of Term Contracts**

An employee's term contract may be terminated at any time during the current contract term.

### **Termination Recommendations**

Administrative recommendations for termination of professional or administrative employee contracts shall be submitted to Employee Relations for review with the Legal Review Committee. The Superintendent shall require that each administrator's recommendation be subject to legal review and accompanied by copies of all pertinent information necessary to a decision to recommend proposed termination. The final decision on the administrative recommendation to the Board on each employee's contract shall rest with the Legal Review Committee on behalf of the Superintendent.

### **Reasons for Termination**

The recommendation to the Board and its decision to terminate a term contract shall not be based on an employee's exercise of Constitutional rights, protected characteristics, or any other basis prohibited by law. Reasons for proposed termination of an employee's term contract shall be:

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

15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed in Policy DH (Local). (See DH)
16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed in Policy DH (Local); and conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. (See DH)
17. Misappropriation of public funds.
18. Theft of District property.
19. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvements and growth.
20. Disability, not otherwise protected by law, which prevents the employee from performing the essential functions of the job.
21. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
22. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
23. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
24. A significant lack of student progress attributable to the educator.
25. Behavior that presents a danger of physical harm to a student or to other individuals.
26. Assault on a person on school property or a school-related function, or on an employee, student, or student's parent regardless of time or place.
27. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
28. Falsification of records or other documents related to the District's activities.
29. Falsification or omission of required information on an employment application.
30. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
31. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
32. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
33. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
34. Abandonment of contract with the District.
35. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
36. The solicitation, encouragement, insinuation, or consummation of an inappropriate written, verbal, or physical relationship with a student.
37. Violation of the privacy rights of students under the federal Family Educational Rights and Privacy Acts (FERPA).
38. Any reason that makes the employment relationship void or voidable, such as violation of federal, state or local law.
39. Any reason constituting good cause for terminating the contract during its term.

### **Notice and Hearing**

When an employee is proposed for termination during the contract term, they will be given reasonable notice from the Board of the proposed action. If the employee requests a hearing on the proposed termination, they must do so by filing a written request for a hearing with the commissioner of education not later than the fifteenth day after the date the employee receives written notice of the proposed action. The employee must provide the District with a copy of the request and must provide the commissioner with a copy of the notice. The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing. Additional information can be found in [Policy DFBA](#) and [Policy DFD](#).

### **Dismissal of Noncontract Employees**

Noncontract employees are employed at-will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. The District will not dismiss any employee for an employee's exercise of Constitutional rights, protected characteristic, or any other basis prohibited by law. Additional information can be found in [Policy DCD](#).

The District practices a progressive disciplinary approach to performance problems of at-will employees in order to allow employees the opportunity to improve. However, sometimes after repeated efforts to work with an employee or after an egregious or unlawful incident, a supervisor recommends termination of the at-will employee. When a supervisor recommends termination of an at-will employee, the following steps will be followed.

**Step One: Notification of Potential Termination**

The principal or supervisor will notify the appropriate supervisor and Employee Relations of the recommendation for termination. The supervisor will explain the situation leading to the recommendation and describe the corrective interventions that have been used, if appropriate.

**Step Two: Review of Proposed Termination**

The supervisor will provide Employee Relations copies of supporting documentation, including such items as: performance evaluations, completed corrective action forms, memorandum of concern, written directives, summary memos, meeting summaries, investigation reports, and the like.

**Step Three: Meeting with Employee**

The principal or supervisor and Employee Relations will meet with the employee to explain reasons for the performance concerns and to give the employee an opportunity to provide additional information for consideration. The employee may bring a representative to this meeting. Prior to the meeting, copies of the supporting documentation will be provided to the employee upon request. Following the meeting, Employee Relations and the principal or supervisor will consider all of the information and make a recommendation for the individual's employment status. Employee Relations may determine that additional information or investigation is needed before making an employment recommendation to the Legal Review Committee.

**Step Four: Legal Review Committee (LRC)**

The Legal Review Committee (LRC) is designated by the Superintendent for the purpose of, but not limited to, reviewing documentation for potential personnel action, such as terminations, suspensions, demotions, social media postings, and/or criminal background reports.

The LRC is composed of, but not limited to, representatives from the Office of Human Capital, the Police Department, the Office of Chief of Schools, the Office of Academics, and Operations. The LRC will have the authority to request the participation of subject-matter experts as needed on a case-by-case basis. The legal review process outline:

1. Employee Relations will prepare the case packet for the LRC to review.
2. The LRC may move forward without a supervisor recommendation when the following circumstances occur:
  - a. Supervisors are not available;
  - b. Supervisors or employees no longer work at the same location or in the same capacity;
  - c. Supervisors fail to submit required information in a timely manner;
  - d. The matter being reviewed involves criminal background reports; or
  - e. Employee Relations is making the recommendation.
3. The LRC may change, concur, deny, amend, or remand the recommendation of the supervisor.
4. The LRC confers with Legal Counsel prior to taking final action.

The supervisor shall be notified of the final disposition. The Office of Employee Relations shall issue an official letter to the employee, notifying the employee of the LRC's decision. If the LRC decides to terminate the employee, information regarding the appeal process will be provided with the letter. Requests for appeal must be filed on the appeal form within five workdays of the notice of termination.

**Step Five: Appeal Hearing**

The Executive Director of Human Resource Services will schedule an appeal hearing within five workdays of receipt of the request for appeal. Following the appeal hearing, the Executive Director of Human Capital will render a decision in writing within five workdays. The employee may bring a representative to this meeting.

**Step Six: Filing a Grievance**

If an employee's termination is upheld during the appeal hearing, the employee may file a grievance pursuant to Board policy DGBA(LOCAL). A grievance filed as a result of termination of employment will receive a jurisdictional referral to LEVEL THREE of DGBA(LOCAL) with the Superintendent or designee.



**Exceptions**

Exceptions may be made to this regulation by the Superintendent or designee

# Compensation and Benefits

---

## **Compensation**

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Superintendent shall implement the compensation plan and establish procedures consistent with the approved budget.

The Superintendent or designee shall classify each job position within the compensation plan based on the qualifications, duties, and market value of the position. In accordance with the Fair Labor Standards Act, job positions within the District are classified as either exempt or nonexempt. Exempt employees are usually employed in professional or administrative positions and do not have to track their work hours in the district's time management system. Nonexempt employees are usually employed in classified positions, at-will, and have to track their work hours in the district's time management system. Additional information can be found in [Policy DEA](#) and [Policy DEAB](#).

For more detailed information on district compensation, please see the posted [AISD Compensation Manual](#).

### **Regular status employee**

This status indicates that an employee works for AISD on an open-ended basis, rather than for short periods of time. Regular status employees can be classified further as either salaried (exempt) or hourly (nonexempt).

### **Active Status**

An employee who is actively working for the district under its employ and not on a leave of absence, administrative or otherwise.

### **Salary Schedules**

Teacher/Librarian and Counselor Salary Schedules can be found on the Austin ISD [Compensation and Incentives](#) webpage. Salary schedules are available in the Office of Human Capital upon request.

### **Supplemental Pay**

Supplemental pay may be approved for assignments in accordance with District guidelines during the regular school year. The District guidelines for supplemental pay, pay rates, and forms are available on the AISD Web, which can be accessed through the [AISD Portal](#).

Supplemental time records must be submitted through the district's time management system either by the employee or timekeeper at the campus or department. The appropriate Activity Code and Hourly Rate associated with the actual task the employee is performing must be used. A waiver to submit a paper Supplemental Pay Form in lieu of an electronic submission must be approved by Human Capital prior to submission.

### **Summer Pay**

Employees may be approved to work in summer programs outside of the normal duty period. All summer employees are paid on an hourly basis. The summer salary schedule is available on the AISD Web, which can be accessed through the [AISD Portal](#). Employees who are not normally eligible for benefits are likewise not eligible for benefits while working in summer programs.

### **Stipends**

The Stipend Schedule for employees performing approved extra-duty activities can be found on the AISD Web, which can be accessed through the [AISD Portal](#).

### **Overtime and Compensatory Time**

A nonexempt employee must have the approval of their supervisor before working beyond their normal work schedule. An employee who works beyond their normal work schedule without prior approval must be compensated in accordance with federal wage and hour laws, but is subject to the District discipline process.

Nonexempt employees are paid on an hourly basis and shall be compensated for all hours worked. Nonexempt employees will be compensated for overtime, defined as any time physically worked beyond 40 hours in a work week.

- Overtime is not measured by the number of hours worked in a day.
- Overtime is not measured by time worked beyond the employee's normal work schedule. For example, if an employee normally works 20 hours in a workweek, then any additional hours worked beyond 20 hours up to 40 hours will be paid at straight time.
- In order to qualify for overtime pay, an employee must first physically work 40 hours in a workweek. Then, any time physically worked beyond 40 hours will qualify for overtime. For example, if an employee normally works 40 hours/week, but takes one day of paid leave (due to holiday, illness, etc.), then the employee has physically worked only 32 hours in that week. Any additional time physically worked beyond 32 hours up to 40 hours will be paid at straight time. Any additional time physically worked beyond 40 hours will be paid at the overtime rate.
- An employee who qualifies for the overtime rate is compensated at one and one-half (1.5) times the employee's regular rate of pay, or by time and one-half in earned compensatory time.
- Effective 7/1/2019, all police officers and command staff in non-exempt positions will receive overtime at 1.5 times the officer's normal hourly rate for any time worked over 40 hours in the standard work week.
- For purposes of FLSA compliance, the work week for District employees is defined as 12:00 a.m. Saturday through 11:59 p.m. Friday.

At the District's option, and in advance of any overtime being worked, it will be determined whether the nonexempt employee will be paid for overtime or will accrue compensatory time. The supervisor and employee should document how the employee will be compensated, and the supervisor is responsible for tracking any compensatory time the employee earns.

Nonexempt employees who do not use compensatory time earned between July 1 and December 31 within that time period will be monetarily compensated for any unused compensatory time. Nonexempt employees who do not use compensatory time earned between January 1 and June 30 within that time period will be monetarily compensated for any unused compensatory time.

An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. The District may require an employee to use compensatory time when in the best interest of the District. Additional information can be found in Policy [Policy DEAB](#) and [Policy DEC](#).

### **Payroll Check Errors**

It is the district's intention to always issue correct paychecks and to only deduct amounts that are authorized by law or by the employee's written authorization. Employees should promptly notify the district immediately of any error on the employee's paycheck.

Errors should be discussed with the Payroll office, who will schedule a time to discuss the error and solution, if needed, to correct the problem. Employees who are paid less than the amount to which they are entitled will receive additional funds to correct the shortage.

Employees who are paid more than the amount to which they are entitled must reimburse the district for the amount of the overpayment. Austin ISD will make corrections due to check errors on the next paycheck following discovery of the error where possible.

### **Weather Day Timekeeping Procedures**

In the event that the District declares a Weather Day Closure, the following timekeeping procedures should be followed when entering Weather pay codes for identified employees.

**Full Day Closure**

*Exempt Employees*

For employees who do not clock in or out as part of their regular assignment, no Weather time entry action is needed. Their leave timesheet should be left as is.

*Non-Exempt Employees*

For employees who clock in and out as part of their regular assignment, Timekeepers should manually enter the number of hours an employee works during their regular assignment as WEATHER HOURS each day the District is closed due to weather. The number of hours is based on a 40-hour per week basis (or 8 hours per day) and the employee’s FTE. See the scenarios below for examples.

**Scenario One:** An employee is full-time (1.0 FTE/100%), and the District is closed for one day. Then 8 hours should be entered as WEATHER for that day.

**Scenario Two:** An employee is full-time (1.0 FTE/100%), and the District is closed for two days. Then 8 hours should be entered as WEATHER for each day, for a total of 16 hours for the week.

**Scenario Three:** An employee is part-time (0.75 FTE/75%), and the District is closed for three days. Then 6 hours (8 X 0.75) should be entered as WEATHER for each day, for a total of 18 hours for the week.

*Employees with Scheduled Time Off or on Leave*

An employee who has scheduled time off using local, state, or compensatory time on a Weather Day Closure shall be charged for the time off, and will not receive WEATHER hours.

*Temporary/Hourly Employees*

Temporary/Hourly employees are not eligible for WEATHER hours.

*Supplemental Pay*

Supplemental pay activities disrupted by Weather Day Closures are not governed by weather day timekeeping procedures. Affected employees should not receive WEATHER hours in this instance.

**Two-Hour Delayed Start**

A two-hour delay means that the normal operating schedule for the District is delayed by two hours. The typical start times for non-exempt staff in AISD are:

Elementary	7:40 a.m.	2 hour delay	9:40 a.m.
Middle School	8:20 a.m.	2 hour delay	10:20 a.m.
High School	9:05 a.m.	2 hour delay	11:05 a.m.
Central Admin	7:45 a.m.	2 hour delay	9:45 a.m.

The start time for Service Center and Transportation employees will vary, but a two hour delay should be applied to typical work schedules. Employees whose regular start time is after the delayed start time should follow their regular work schedule and will not receive WEATHER hours.

*Exempt Employees*

For employees who do not clock in or out as part of their regular assignment, no Weather time entry action is needed. Their leave timesheet should be left as is.

*Non-Exempt Employees*

For employees who clock in and out as part of their regular assignment, Timekeepers should manually enter 2 WEATHER hours on timesheets for non-exempt employees whose regular start time has been delayed by the delayed start.

Employees whose regular start time is after the delayed start time should follow their regular work schedule and will not receive WEATHER hours. See the scenarios below for examples.

**Scenario One:** Custodians working an evening shift from 12:00 p.m. – 9:00 p.m. are not affected by a two-hour delay to regular operations; therefore, they will not receive any WEATHER hours.

**Scenario Two:** A clerk who is scheduled to work from 11:30 a.m. – 3:30 p.m. has a start time unaffected by a two-hour delay to regular operations; therefore, they will not receive any WEATHER hours.

*Employees with Scheduled Time Off or on Leave*

An employee who has scheduled time off using local, state or compensatory time on a Weather Day Closure shall be charged for the time off, and will not receive WEATHER hours.

*Temporary/Hourly Employees*

Temporary/Hourly employees are not eligible for WEATHER hours.

*Supplemental Pay*

Supplemental pay activities disrupted by a weather day closure are not governed by weather day timekeeping procedures. Affected employees should not receive WEATHER hours in this instance.

**Weather Pay**

WEATHER hours are not captured separately from regular worked time, and employees will receive pay at their regular hourly rate. However, WEATHER hours are not applied to an employee's weekly 40 hour base nor are they counted towards overtime because employees do not physically work WEATHER hours.

Additionally, non-exempt employees who were required to work during an emergency closing shall be paid at the rate of times their regular rate of pay for all hours worked on the Weather Day Closure. This does not apply to delayed start. Overtime pay for time worked over 40 hours in a week shall be calculated and paid according to law. [See [Policy DEABJ](#)]

The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

**Call-Out/On-Call Pay**

Some positions in the District are subject to being on-call. Employees who are approved to be on-call, as scheduled by their department supervisor, are compensated a minimum of two (2) hours at their regular rate for any time worked on an on-call basis up to two hours. Any call-out events of two or more hours will be compensated on a regular, one-to-one basis at the employee's regular rate of pay.

Call-out hours are applied to the weekly total hours worked, in the respective week that they are worked. If an employee's total number of hours worked in the week exceeds 40, then the number of hours over 40 will be compensated at 1.5 times the employee's regular rate of pay.

## **Establishing Proper Credit for Salary Placement Purposes**

### **Documentation of Service Credit via Service Record for Experience**

It is the responsibility of the employee to request an original service record from all past employers to certify job related experience that may be used for salary placement purposes. Official Service Record forms can be found on the Texas Education Agency website along with Verification Forms to support College, Out of State and Out of Country experience. Service Record forms and Verification forms must be completed by the former employer according to TEA guidelines in order to receive service credit. According to the Commissioner Rules for Creditable Service, the employee must have worked 90 full time days from July 1- June 30 of any given year to receive credit. Out of country experience requires both an original Service Record and a Verification Form with proper signatures and seals in order to be accepted. An incomplete service record cannot be accepted for experience credit.

Employees who have experience with a private employer, private school, or college or university, should call Human Capital to request additional forms that must either accompany the service record or be used in place of the standard service record.

To receive service credit for prior work experience, employees must provide documentation of service to the Compensation Department via email [reviewhr@austinisd.org](mailto:reviewhr@austinisd.org) on an official Texas Education Agency (TEA) record or Supplemental Experience Form and must be validated by the appropriate institutional official. The following forms of documentation are acceptable for review by the Compensation Department:

- Service records from previous school employment
- Tax returns (for private practice only)
- Completed Supplemental Experience Form submitted from previous employers specifying position held, dates of employment, and hours worked.

### **Education and Experience Credit**

Most employees are paid based only on verified education (official transcripts) and prior creditable work experience (properly completed service records). An employee is credited with education and/or experience only after the proper documents are received in the Office of Human Capital. Receipt of these documents may or may not cause a corresponding change in salary.

### **Salary Credit on the Teacher/Professional Salary Scale for Service as a Substitute Teacher**

Employees who served as a fully certified teacher may be eligible to earn creditable service as a substitute teacher. The educator must have worked in a public school district and held a valid teaching certificate at the time of service. If eligible, this experience may apply for salary placement credit on the teacher/professional salary scale. Employees must typically make a special request to the school district to research experience as a certified teacher. An incomplete service record cannot be accepted for experience credit and is subject to the same TEA guidelines applied to a Teacher/Professional. Typically, a substitute must work from 85 to 90 full time days from July 1-June 30 of any given year, in order to receive credit.

### **Salary Credit on the Teacher/Professional Salary Scale for Service as a Teacher Assistant**

Under certain circumstances, up to two years of creditable experience gained as a Teacher Assistant in a Texas public school district may be used for salary placement credit on the teacher/professional salary scale. Specific guidelines can be found on the Texas Education Agency website or by contacting Human Capital for more information.

### **Salary Credit on the Teacher/Professional Salary Scale for Military Service**

Under certain circumstances, up to four years of experience with the military forces of the United States may be counted for salary placement credit on the teacher/professional salary scale. To qualify for this credit, the employee must have worked in a professional position by an entity recognized for years of service within twelve (12) months of entering active military duty. Entities recognized by years of service can be found in Subsection CC. Commissioner Rules on Creditable Years of Service (TEA Website). Other conditions also apply. In order for AISD to consider military service credit the employee must notify Human Capital of military duty and provide a copy of the military form DD-214.

## **Timing of Salary Changes**

### **Employee New Hire/Change of Assignment for Current Employee:**

Upon newly hired and/or change of assignment within the district, an employee must submit any service records for evaluation within 135 days of their start date in the new position. The Compensation Department will verify that documentation submitted reflects work experience related to the employee's current AISD position.

- The employee will receive credit for prior work experience at the time they submit the proper documentation if within the 135 days. The Compensation Department will make the salary adjustment retroactive to the employee's date of hire.
- If the employee submits additional experience within the 135 days but after April 1st, the salary adjustment will take effect July 1st or the first duty date of the employee's new calendar in the following school year.

Relevant work experience is determined by the compensation department. If no agreement can be reached over relevant experience by the compensation department, the final determination is made by a chief human resources officer. Experience in non-exempt jobs will not be considered for salary purposes when the candidate is moving to an exempt role outside of the AP 1, 2 3P, & 4P structures. The non-exempt experience may be used to qualify for the exempt job but not as experience credit to determine a salary. Salaries are determined according to AISD policies and procedures, regardless of funding source. The salary amount of previous incumbents is not a factor in determining salaries of their replacements.

## **Payroll**

The annual salary of a professional employee, administrative and monthly paid classified employee is paid in 12 monthly payments. This is intended to provide continuous, year round income for all monthly employees, including those on a 10- or 11- month work schedule.

When an employee is newly hired after the standard start date for a position or has a salary change for any reason during the year, the remaining salary owed to the employee will be determined and will be spread over the remaining pay dates. At the beginning of the following school year, the employee's monthly salary will be recalculated to distribute the employee's full annual salary over 12 monthly payments. This recalculation may cause the employee's monthly salary for the new year to be either higher or lower than it was during the remainder of the previous year.

An employee's final check for the school year will be based on multiplying the number of days actually worked during the year by the employee's daily rate of pay and subtracting any amount previously paid.

Depending on the annual start date of the position, an employee's 12-month pay cycle runs from either "July through June" or "August through July." However, employees who start work after the payroll closing date for the month in which they begin will receive their first paycheck on the following month's scheduled payday.

Bi-weekly employees are paid at an hourly rate every two weeks for actual hours reported through the designated payroll closing date. Bi-weekly paid employees not working during the summer will not receive checks in the summer.

Hourly employees (other than bi-weekly) are paid at their hourly rate for actual hours reported through the designated payroll closing date on the monthly scheduled payday.

Substitute employees are paid for time reported to the payroll office by the designated closing date on the monthly scheduled payday.

Monthly payrolls are closed and submitted to the Finance Office approximately two weeks before each monthly scheduled payday. Bi-weekly payrolls are closed and submitted to the Finance Office weekly and processed every two weeks.

### **Purchases/Reimbursements**

All purchase commitments shall be made by the Superintendent, CFO, or their designees. Please refer to District policies, including but not limited to CH, and the [Contract and Procurement Services](#) website for the administrative procedures.

An employee shall not make or authorize separate, sequential, or component purchases to avoid the purchasing requirements). No employee other than the Superintendent, CFO, or their designees shall be authorized to sign contracts that obligate the District. Additional information can be found in [Policy CH](#).

Employees are not authorized to make a purchase using their personal funds and expect to be reimbursed by the District. Authorized methods of purchase are: purchase order; purchasing card, and HEB card.

### **Payroll Deductions**

If you are eligible for benefits and work year round, you will have 12 deductions for flexible benefit products. If you are paid on the bi-weekly payroll and on the nine-month calendar, your annual premiums will be withheld in nine deductions. If you have questions about payroll deductions for benefits, contact the [Benefits Office](#).

Payroll deduction information for US Savings Bonds is available through Treasury Direct. Deductions are available for professional dues (information available from professional organizations). Deductions are also available for A+ Federal Credit Union (information available from A+FCU) and Charitable Funds Inc. (Information available from AISD during annual fund drive).

### **Wage Garnishments**

AISD must receive documents directly from government agencies before payroll deductions are started or stopped for wage garnishments, such as child support, bankruptcy, or student loans.

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

### **Employee Retirement**

There is no mandatory retirement age for employees in the District. If you are planning to retire, you should contact the AISD Benefits Office (512-414-2297) and the Teacher Retirement System (1-800-223-8778) within a reasonable time before the date you plan to retire. Professional and classified employees should also contact the Office of Talent Acquisition (512-414-1721.)

### **Tax Deferred Retirement Plans**

Participation in the tax sheltered annuity program is optional. When properly authorized by the employee, contributions will be made to the program by payroll deductions. AISD allows all employees the opportunity to participate in Section 403(b) Tax-deferred Retirement Plan. This includes full-time and part-time positions. Contact your agent or the Benefits Office for more information. The District also offers a 457(b) Tax-deferred compensation Retirement plan. Contact the Benefits Office for details.

### **Employment after Retirement**

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication Employment after Retirement. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website ([www.trs.texas.gov](http://www.trs.texas.gov)). *Policy DC*

### **Employee Benefits**

Austin ISD is committed to investing in the health and well-being of its greatest assets—its employees. As part of this commitment, the district offers a comprehensive and competitive benefits package to our employees and their families so that they are empowered to live healthy, balanced and fulfilling lives.

For all questions regarding employee benefits please call the AISD Benefits Office at 512-414-2297. Employees can also review and manage their benefit plans at [austinisdbenefits.com](http://austinisdbenefits.com).

### **Eligibility for Benefits**

An individual's eligibility for benefits from AISD depends on the nature of their position with the District.

### **New Hire Enrollment**

In order to participate in health, life, and cafeteria plans, enrollment must be completed on-line within 30 days of the first day worked. Contact the AISD Benefits Office for on-line enrollment instructions. Failure to do so will result in forfeiture of health/life coverage for the plan year.

### **Benefits Enrollment**

AISD's open enrollment period to select or change benefits is the month of October of each calendar year. With the exception of a Life Changing Event, October is the only time an employee can enroll in or make changes to their benefits. A Life Changing Event (also known as a Qualifying Event) can occur at any time of the year and involves a



status change that affects an employee or their dependents' eligibility under AISD's benefit plans. Examples of Life Changing Events include a newly hired employee, a marriage or divorce, a birth, a death, return from a leave of absence or a spouse's loss of coverage under a non-AISD offered plan. If there is a question in this regard contact the AISD Benefits Department for clarification. When a Life Changing Event occurs an employee has 31 days to enact an allowed change to their benefits. After 31 days the employee must wait until the Open Enrollment period to make any changes.

### **Health, Dental, Vision, Basic Life, Optional Life, and Long Term & Short Term Disability**

Participation in the health, dental, vision, life, and long term & short term disability insurance plans is optional. AISD pays for the employee's \$10,000 Basic Life Policy and contributes a designated amount each month towards health coverage. The employee may choose to purchase health coverage for spouse and/or dependents. Premiums are paid by payroll deduction.

Information is provided to each employee during the annual open-enrollment period. Changes to a health care plan may be made at that time.

### **Flexible Benefits and Supplemental Benefits**

AISD contracts with a Third Party Administrator (TPA) to manage and administer the District's cafeteria plan. A cafeteria plan, also known as flexible benefits, is an option to claim a reduction in taxable gross pay. Premiums are paid by payroll deduction.

### **Texas Medical Assistance Program Required Employee Notification**

The District provides School Health and Related Services (SHARS) to Special Education students. Any District employee may have opportunities to observe situations that could result in state and federal funds being inappropriately billed for services provided.

AISD is required to educate employees, contractors, and agents about federal and state fraud and false claims laws, and the whistleblower protections available under those laws. Additional information can be found in Board [Policy CAA.](#)

As a condition of participation in the Texas Medical Assistance Program, AISD is governed by Section 6032 of the Deficit Reduction Act (DRA) 2005. This section is known as "Employee Education About False Claims Recovery," and is codified as Section 1902 (a)(68) of the Social Security Act.

"... the False Claims Act imposes liability on any person who submits a claim to the federal government that he or she knows (or should know) is false. An example may be a physician who submits a bill to Medicare for medical services she knows she has not provided. The False Claims Act also imposes liability on an individual who may knowingly submit a false record in order to obtain payment from the government. An example of this may include a government contractor who submits records that he knows (or should know) are false and that indicate compliance with certain contractual or regulatory requirements. The third area of liability includes those instances in which someone may obtain money from the federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. An example of this so-called "reverse false claim" may include a hospital that obtains interim payments from Medicare throughout the year, and then knowingly files a false cost report at the end of the year in order to avoid making a refund to the Medicare program" Additional information can be found in the [False Claims Act Description](#) and [CMS.gov](#).

### **Whistleblower Protection**

The Texas Medicaid Fraud Prevention Act allows whistleblowers to bring suit on behalf of the State of Texas where a wrongdoer engages in conduct that defrauds the state or local government of its healthcare dollars. This statute is designed to address Medicaid fraud. Additional Information can be found in Chapter 32 of the [Texas Human Resources Code](#).

## **Leave**

AISD offers a generous leave policy that provides a variety of leave categories to District employees. This Handbook provides an overview of the District's leave policy, but additional information can be found in Policy DEC.

## **District Employee**

The District's Leave policy shall pertain to all District employees, including employees who work part time on a regular basis. Leave benefits are not available under this policy for employees who work sporadically or on a temporary basis.

## **Earning Leave**

While an employee is using extended leave or on unpaid status, they shall only be eligible for leave benefits provided by law.

## **Leave Balances after Resignation**

If an employee resigns from AISD, any unused state leave remains on the employee's service record indefinitely and, if requested by the employee, will transfer with the employee to other public school districts in Texas. Any unused AISD local sick leave will not transfer to other public school districts, but will remain on the books in AISD for a period of one year. If the employee returns to work in AISD within one year, the local sick leave will be restored. Otherwise, it will be lost. Employees who are retiring can donate remaining earned local sick leave to the Sick Leave Bank. Donation of leave from one employee to another is not permitted.

## **Leave Proration**

### **Employed for Less Than Full Year**

If an employee separates from employment with the District before their last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed. If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

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

### **Employed for a Full Year**

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

## **Employment Status upon Returning From Leave**

An employee who is returning from an approved leave of absence will be placed in the original position that was vacated at the beginning of the leave event or in an equivalent position.

The base rate of pay and number of paid duty days for an equivalent position will be no less than the base rate of pay and number of paid duty days for the original position occupied at the beginning of the leave event. It must also be a position for which the employee is qualified.

This provision in no way limits the right of the Superintendent or designee to reassign an employee into any position for which the employee is qualified, based on the needs of the District, after the employee returns from leave to the employee's original or equivalent position.

## **Using Leave**

Employee leave should be used when an employee is absent from work. While employees are on approved District leave, they are relieved from all work duties (including supplemental and stipend assignments) and should not be on campus or at their worksite.

### **Order of Use**

Unless an employee requests in writing a different order, for purposes of personal illness, illness in the immediate family, family emergency, a death in the immediate family, or attendance at a funeral, paid state and local leave shall be used in the following order, as applicable:

1. Local sick leave, until exhausted.

2. State sick leave accumulated before the 1995–96 school year, until exhausted.
3. State personal leave, until exhausted.

Any pay that may be associated with the use of sick leave bank days shall be permitted only after all available leave has been exhausted.

### **Personal Leave Use**

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

#### **Non-Discretionary Use**

Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. See [DEC \(Legal\)](#).

#### **Discretionary Use**

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

#### **Use of Discretionary Leave**

Except in extenuating circumstances, a notice of request for discretionary personal leave shall be submitted to the principal or the supervisor or designee two workdays in advance of the anticipated absence.

- **Duration of Leave**  
Discretionary use of state personal leave shall not exceed three consecutive workdays unless approved by the Superintendent or designee.
- **Schedule Limitations**  
Discretionary personal leave shall not be allowed on the day before a school holiday, the day after a school holiday, or days scheduled for Districtwide standardized tests unless approved by the Superintendent or designee.

#### **Request for Leave**

In deciding whether to approve or deny state personal leave days, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use days. The supervisor or designee shall, however, consider the effect of the employee's absence on the education program or District operations, as well as the availability of substitutes.

The District shall reasonably accommodate an employee's request to be absent from duty, so long as it does not cause undue hardship on the department, campus, and/or District operations.

The above restrictions shall not apply to the use of parenting leave, described below.

#### **Limit on Approval of Paid Leave**

The District shall not approve paid leave for more work days than have been accumulated in prior years plus those days accrued during the current school year. Any absences beyond available paid leave shall result in deductions from the employee's pay.

#### **Medical Certification**

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

1. The employee is absent four or more consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent or designee;
3. The employee requests for leave meets FMLA eligibility requirements; or
4. The employee requests FMLA leave for military caregiver purposes.

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

For District contribution to employee insurance during leave, see [CRD\(LOCAL\)](#).

**Fitness for Duty**

If medical certification is required to authorize leave for an employee’s personal illness or the employee’s serious health condition, the District shall also require, in order for the employee to return to work, medical certification that the employee is fit for duty.

Certification of the employee’s ability to perform the essential functions is based on the list of essential functions listed in the job description.

**Recording**

Leave proration and usage shall be recorded in and rounded to the nearest quarter-hour increments.

**Neutral Absence Control**

Prompt and regular attendance is an essential function of every District position. To assist employees, the District offers a comprehensive leave program that provides paid and unpaid leave to employees. Medical certification of the need for leave may be required. If the District determines that an employee violated any leave policy, this shall result in immediate disciplinary action that could include a recommendation of termination. If an employee is unable to return to work after all periods of approved leave are exhausted, employment may be terminated in accordance with District Policy. [See [DCD\(LOCAL\)](#) and (REGULATION) and [DF\(LEGAL\)](#) and (EXHIBIT)].

**Leave Categories – Paid Leave**

**State Personal Leave**

All state personal leave to which the employee is entitled shall be available at the beginning of each school year without regard to an employee’s leave status. Employees who are hired after the start date of their work calendar or who separate from the District before the end date of their work calendar shall have state personal leave for the current school year prorated according to the leave entitlement chart below.

The Office of Human Capital maintains the definition of “work calendar” as an employee’s duty days vary by position and location.

**Local Sick Leave**

All local sick leave to which the employee is entitled shall be available at the beginning of each school year. An employee shall have local sick leave prorated according to the leave entitlement chart below.

Local sick leave shall accumulate without limit and shall be taken with no loss of pay.

Local sick leave shall be used for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995, except as otherwise provided in this policy. [See DEC(LEGAL)]

Any change in an employee’s workday shall cause a prorated adjustment to the number of hours of unused state personal leave and local sick leave that the employee has earned for the current school year only. Leave hours carried forward from prior school years shall not be adjusted.

<u>Work Calendar (Accrual Maximum)</u>	<u>Personal (Days)</u>	<u>Sick (Days)</u>	<u>Total (Days)</u>
<u>10-Month Employee</u>	<u>5</u>	<u>4</u>	<u>9</u>
<u>11-Month Employee</u>	<u>5</u>	<u>5</u>	<u>10</u>
<u>12-Month Employee</u>	<u>5</u>	<u>6</u>	<u>11</u>

**Civic Leave**

Absences due to compliance with a valid subpoena or for jury duty or naturalization proceedings shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

The Superintendent or designee shall grant paid leave for other mandatory governmental summons and for the purpose of serving as an election judge or an alternate judge for a November general election.

**Leave Categories – Unpaid Leave****Family Medical Leave**

Family medical leave is provided in accordance with federal law, commonly known as the Family Medical Leave Act, codified under 29 C.F.R. § 825. Additional information can be found in Policy [DEC \(Legal\)](#) and Policy [DECA \(Legal\)](#).

*Designation*

The District designates an absence as FMLA when the employee's absence meets eligibility requirements under the FMLA. The District shall grant leave to eligible employees:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care [for the definition of "adoption" and "foster care," see 29 C.F.R. 852.122];
3. To care for the employee's spouse, son or daughter, or parent with a serious health condition;
4. For a serious health condition that makes the employee unable to perform the functions of the employee's job [for the definition of "serious health condition," see 29 C.F.R. 825.113];
5. For of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status) [for the definition of "military member," see 29 C.F.R. 825.126(b); for the definition of "covered active duty" and "call to covered active duty status," see 29 C.F.R. 825.102]; and
6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member [for the definitions of "covered service member" and "serious injury or illness," see 29 C.F.R. 825.102, .122]. 29 U.S.C. 2612(a); 29 C.F.R. 825.112

*12-Month Period*

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

*Intermittent or Reduced Schedule Leave*

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See [DECA \(Legal\)](#) for use of intermittent or reduced schedule leave due to a medical necessity.]

*End-of-Semester Leave*

If an instructional employee takes FMLA leave that begins or ends within the last five weeks of a semester, the District may require the employee to continue leave until the end of the semester in order to maintain stability in the operations of the campus or department.

If an employee is required to take leave until the end of a semester, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. If an employee is required to take leave until the end of a semester, the employee's group health insurance shall also be maintained. Additional information can be found in [Policy DEC \(Local\)](#) and [Policy DECA \(Legal\)](#).

*Combined Leave for Spouses*

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

*Failure to Return*

If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of the premiums paid by the District during the leave.

**Temporary Disability Leave**

Temporary Disability Leave is provided in accordance with Texas Education Code § 21.409. An employee whose condition interferes with the performance of regular duties shall be given a leave of absence for temporary disability in accordance with law, if applicable. The maximum length of temporary disability leave granted to regular employees shall be 180 calendar days. Additional days may be requested as an accommodation under the Americans with Disabilities Act.

**Additional District Leaves**

The categories of leave listed below may be available to employees who meet the eligibility requirements and/or have the necessary leave available for use.

**Extended Sick Leave**

An employee shall be granted extended sick leave only after completing one month (30 calendar days) of service at full pay during the current school year. A maximum of 30, 45, or 60 workdays of extended sick leave shall be granted based on the number of continuous years of service in the District, to be used only for the employee’s own personal illness or injury, including pregnancy-related illness or injury.

<b>Prior Creditable Years</b>	<b>Extended Sick Leave Days</b>
0–4	Up to 30
5–14	Up to 45
15 or more	Up to 60

A leave request must be accompanied by medical certification of the illness or injury and submitted to the Leave Office within ten business days after the first absence due to the medical condition.

**Parenting Leave**

Parenting leave shall be granted to all District employees, regardless of FMLA eligibility. The District designates Parenting Leave as FMLA when the employee’s absence meets the eligibility requirements under the FMLA.

Parenting leave shall be granted to employees:

1. For the birth of a son or daughter, and to care for the newborn child; or
2. For placement with the employee of a son or daughter for adoption or foster care.

Up to 30 days of unpaid leave may be granted after all state personal leave and/or sick leave is exhausted.

No more than 30 days of unpaid leave shall be granted in one school year.

*Paid Parenting Leave*

To receive pay for parenting leave, the employee may use any accumulated state personal leave and/or local sick leave.

*Extended Parenting Leave*

Upon request, an employee may also be granted extended parenting leave to care for a newborn child, a child younger than six years of age, or a child newly placed with the employee for adoption or foster care. Extended parenting leave shall be granted for one semester, one school year, or until the end of the current school year. If an employee requests parenting leave and extended parenting leave in the same school year, the combined leave shall not exceed one school year. Extended parenting leave is typically unpaid, but any accumulated state personal leave and/or local sick leave shall be applied.

The employee shall notify the District of the desire to return to active duty at least 45 days prior to the expected day of return.

Subject and subsequent to notification of intent to return, the employee returning from extended parenting leave shall be placed in an assignment comparable to that held before taking parenting leave. However, return to active duty is subject to the availability of an appropriate vacancy.

**Professional Leave**

A leave of absence for professional study, without pay, for a period of one semester or one year may be granted to regular employees subject to approval of the Superintendent or designee. The employee shall not receive a year of creditable service for salary purposes while on professional leave.

**Employee Organization Development Leave**

A developmental leave of absence without pay for two years may be granted to three officers of an employee organization that comprises at least 500 District employees, subject to recommendation of the Superintendent and approval by the Board. Such leave shall be taken without pay, TRS contribution, state credit for service, or any paid benefits.

**Other Leave Categories****Sick Leave Bank**

An eligible employee may participate in the AISD sick leave bank. The sick leave bank provides additional sick leave for an employee who has exhausted all sick and personal leave, and has been determined to have a personal illness of a catastrophic nature. An employee must meet certain conditions to be eligible for participation. Additional information can be found in [Policy DEC \(Regulation\)](#).

Employees who are retiring may donate their remaining local sick leave to the bank.

**Assault Leave**

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of regular duties. 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 the person's age or mental capacity renders the person nonresponsible for purposes of criminal liability.

An employee who is physically assaulted at work may take the number of days necessary to recuperate from physical injuries sustained, up to two years. At the request of an employee, the District will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with WC benefits. Upon investigation the District may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

**Vacation**

Twelve-month classified employees earn one vacation day per month not to exceed 10 days per school year (from July 1 to June 30). Vacation earned in a school year must be used prior to winter break in the following school year, or it will be lost.

Generally, administrative and professional employees do not earn paid vacation days. "Vacation" days for these employees are actually unpaid non-contract days left over at the end of an employee's contract year. A 12-month administrative or professional employee will typically have non-contract days left over at the end of the contract year that will serve as vacation days. If an employee does not complete their contracted scheduled days for the school year in which the days are granted, they will surrender all granted days. If an employee has used any days, they will owe the District for each day used. Days owed may be substituted with earned stated and/or local days. Exceptions may apply to certain calendars.

**Military Leave**

Any employee who is a member of the Texas National Guard, Texas State Guard, or reserve component of the armed forces will be granted a paid leave of absence without loss of any accumulated leave for authorized training or duty orders. Paid military leave will not exceed 15 days per year. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Employees who are ordered to active state military duty (Texas National Guard or Texas State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the District will be reemployed in the position they would have held if employment had not been interrupted or reassigned to an equivalent or similar position provided they are still qualified to perform the required duties. To be eligible for reemployment, employees must provide

notice of their obligation or intent to perform military service, provide evidence of honorable discharge or release, and submit an application for reemployment to the Director of Talent Acquisition.

Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact the Benefits Office for details on eligibility, requirements, and limitations.

## **Workers' Compensation**

Workers' compensation is not a form of leave. AISD provides insurance coverage to all District employees who sustain an illness or injury within the course and scope of their employment. If an illness or injury occurs, report it to the department supervisor or school principal without delay and seek medical attention as necessary. Failure to promptly report a work-related illness or injury as required by the Texas Division of Workers' Compensation (DWC) may delay benefits or result in denial of the claim. Every illness or injury must be reported to the AISD Benefits and Leave Office to file a claim and receive Workers' Compensation (WC) benefits. Employees can obtain additional information concerning state guidelines and their WC rights by calling DWC at 512-933-1899 (or 1-800-252-7031 outside of the Austin area). This service is free.

### **Workers' Compensation Benefits**

An employee who misses duty time as a result of a work-related illness or injury may be eligible for WC income benefits depending upon the duration of the absence. An absence due to a work-related injury shall be designated as temporary disability leave, assault leave, or family medical leave, as applicable.

An employee missing time due to a job-related illness or injury may choose to utilize personal sick or other paid leave in lieu of WC wage benefits. If this option is selected, WC income benefits will commence only after the designated available leave has been utilized. If personal leave is not elected, then an employee will only receive the WC wage benefits. There are advantages and disadvantages to using either personal leave or WC wage benefits. The Workers' Compensation Reporting Packet provided to an employee when reporting an illness or injury contains details about each of the Leave options. All affected employees are encouraged to carefully review this information before making this important selection. Questions should be directed to the Benefits Office. Workers' Compensation does not protect an employee's position, nor does it protect an employee's benefits. Employee Benefits will only remain active for as long as the employee is on paid leave status from the District.

## **Unemployment Compensation**

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. 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. Employees with questions about unemployment benefits should contact the Texas Workforce Commission. See Policy CRF.

## **Employee Assistance Program**

One of the benefits AISD provides to all benefits-eligible employees and their families is the Employee Assistance Program (EAP). Among the many services offered by EAP is the free and confidential 24/7/365 phone counseling and one-on-one short term counseling for most all personal and professional issues experienced by employees. Examples include stress and burnout, work issues, unexpected or chronic injury or illness, grief and loss, parenting issues, relationship issues, separation and divorce, addiction and substance abuse, depression and anxiety, and legal or financial issues. Additional information can be found at [Austin ISD's Employee Assistance Program](#).



# Employee Conduct

---

## Introduction

AISD employees, as well as students and volunteers who work in AISD, are expected to maintain high standards of conduct and perform their duties in accordance with state and federal law, District policies and procedures, and ethical standards, including the standards described below.

## Employee Standards of Conduct

The District's Employee Standards of Conduct is intended to provide a safe educational and work environment. No person shall engage in any verbal or physical conduct which would tend to cause disruption of the educational setting, school activity, or work environment, or would harass, threaten, attack, injure, or intimidate any other person. All employees shall work cooperatively with others to serve the best interests of the District and to be professional when interacting with students, one another, and the public.

Employees are also expected to comply with the following standards:

- 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 regularly and in accordance with their assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Comply with directives and expectations of their immediate supervisor with regard to reporting absences. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action up to and including termination.
- Know and comply with department and District policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to the appropriate supervisor immediately.
- Use District time, funds, and property for authorized District business and activities only.

All District employees shall comply with the standards of conduct set out in this handbook and with any other laws, policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as a District employee. District employees are also expected to comply with all lawful directives from their supervisors. Violation of any laws, policies, regulations, guidelines, or directives may result in disciplinary action, including termination of employment.

When an employee's performance presents a concern, the supervisor is expected to provide corrective feedback and take disciplinary action as appropriate. Corrective actions should be designed to inform the employee of the performance concern and allow opportunity for the employee to demonstrate improvement. Actions include, but are not limited to, verbal warnings, written documentation and directives, corrective discipline forms (if applicable), growth plans, and formal written evaluations or appraisals. Disciplinary action, including the immediate physical removal of an employee from their work site, shall follow thoughtful consideration of an employee's violation or misbehavior and its impact on the school/District. Additional information can be found in Policy DH: [Policy DH](#).

## Educators' Code of Ethics and Standard Practices for Texas Educators

In accordance with state law, Texas educators and candidates for certification 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 schools of the community.

**I. 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, educational 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, personnel, 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 of students, 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 Board policies, and other 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.

Standard 1.14. The educator shall not assist another educator, school employee, contractor, or agent in obtaining a new job as an educator or in a school, apart from the routine transmission of administrative and personnel files, if the educator knows or has probable cause to believe that such person engaged in sexual misconduct regarding a minor or student in violation of the law.

**II. 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 school 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.

### III. **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 sexualorientation.

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 a 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 reasonable 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 inappropriate include but are not limited to:

- i. The nature, purpose, timing, and amount of the communication;
- ii. The subject matter of the communication;
- iii. Whether the communication was made openly or the educator attempted to conceal the communication;
- iv. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- v. Whether the communication was sexually explicit; and

- vi. 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.

## **Reporting Requirements**

Texas Law requires that alleged incidents of certain misconduct by certificate holders, including having a criminal record, must be reported to State Board for Educator Certification (SBEC) not later than the seventh day after the superintendent first learns of the incident. Other incidents requiring reporting include:

- Any form of sexual or physical abuse of a minor or any other illegal conduct with a student or a minor.
- The possession, transfer, sale, or distribution of a controlled substance.
- The illegal transfer, appropriation, or expenditure of school property or funds.
- An attempt by fraudulent or unauthorized means to obtain or alter a professional certificate or license for the purpose of promotion or additional compensation.
- Committing a criminal offense or any part of a criminal offense on school property or at a school-sponsored event.
- Violating assessment instrument security procedures.

The Texas Education Code also requires that principals report certain misconduct by certificate holders, including the examples listed above, to the Superintendent no later than the seventh day when the employee resigns or is terminated following an alleged incident of misconduct or the principal knew about an employee's criminal record. See Tex. Educ. Code § 21.0061. Principals who believe they may be required to make a report should contact the Office of Employee Relations.

## **Criminal History**

AISD will conduct background and criminal history checks in compliance with state law prior to employment and reserves the right to randomly request criminal history reports throughout the employment period. All employees certified through SBEC must have a national background check, regardless of hire date, effective January 1, 2008. All non-certified employees with a hire date of January 1, 2008 or after must have a national background check prior to employment.

Title 19 of the Texas Administrative Code, Section 249.14 requires school districts to notify SBEC of any reported criminal history of an employee who is an applicant for or holder of a certificate. A reported criminal history includes arrests, indictments, prosecutions, convictions, or other dispositions (such as probation, or deferred adjudication) by the criminal justice system. Additional information can be found in [Policy DBAA](#).

## **Arrests and Convictions**

An employee must notify the Office of Employee Relations within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, any offense involving moral turpitude, and any of the other offenses listed below:

- Crimes involving school property or funds.
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator.
- Crimes that occur wholly or in part of school property or at a school-sponsored activity.
- Crimes involving moral turpitude.

Moral turpitude includes but is not limited to dishonesty; fraud; deceit; theft; misrepresentation; deliberate violence; base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor; drug- or alcohol- related offenses; or acts constituting abuse or neglect under the Texas Family Code. Additional information can be found in [Policy DH \(Local\)](#).

## **Drug-Free Workplace Requirements**

In accordance with the federal Drug-Free Workplace Act, the District prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace. 41 U.S.C. § 702(a) (1) (A); 28 TAC § 169.2.

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

Compliance with these requirements and prohibitions is mandatory and a condition of employment. As a further condition of employment, an employee shall notify the Office of Employee Relations in writing of any conviction of a criminal drug statute occurring in the workplace no later than three (3) days after such conviction. Additional information can be found in Policy DH: [Policy DH](#).

Within 30 calendar days of receiving notice from an employee of a conviction for a drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. § 703.

This notice complies with notice requirements imposed by the Federal Drug-Free Workplace Act (41 U.S.C. § 702) and notice requirements imposed by the Texas Workers' Compensation Commission rules at 28 TAC § 169.21. Additional information can be found in Policy DI (Exhibit): [Policy DI \(Exhibit\)](#).

## **Tobacco Use**

Employees shall not smoke or use tobacco products, including electronic cigarettes (e-cigarettes), electronic vaping devices, personal vaporizers (PV), or electronic nicotine delivery systems on District premises, or at school-related or school-sanctioned activities, in District vehicles, or in the presence of students at school or school-related activities. Additional information can be found in [Policy DH](#) and [Policy GKA](#).

## **Alcohol and Drugs**

AISD is committed to maintaining an alcohol- and drug-free environment. Employees who violate District policy regarding alcohol and drugs may be subject to disciplinary action, including termination of employment. Additional information can be found in Policy DH: [Policy DH](#).

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

- 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.
- Alcohol or any alcoholic beverage.
- Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
- Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

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

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

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

### **Searches and Alcohol and Drug Testing**

District employees have no legitimate expectation of privacy in the workplace, including in an employee's desk, file cabinets, work area, lockers, or private vehicles parked on District premises or worksites used in District business. The District may search an employee or an employee's property if (1) there are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct; and (2) the search is reasonably related in scope to the circumstances that justified the interference in the first place. In addition, the District may search an employee's workplace for non-investigatory, work-related purposes, if there are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct.

The District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol testing shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening. A District employee who refuses to comply with a directive to submit to testing based upon reasonable suspicion shall be subject to disciplinary action, up to and including termination. A District employee confirmed to have violated the District's policy pertaining to alcohol or drugs may be subject to disciplinary action. [See DF series and DH]

The District shall conduct testing in accordance with federal regulations of commercial motor vehicle operators for use of alcohol or a controlled substance that violates law or federal regulation. Required testing includes pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Refusing to submit to a required test for alcohol or controlled substances is a violation of District policy and federal regulations. Additional information can be found in [Policy DHE](#).

### **Possession of Firearms and Weapons**

Employees, visitors, and students are prohibited from using, possessing, or displaying firearms, location-restricted knives, clubs or other prohibited weapons on District property or any grounds or building where a school-sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of the District's weapons policy should report it to their supervisor or call 911 immediately. Additional information can be found in [Policy DH](#), [Policy GKA](#), and [Policy FNCG](#).

### **Fraud and Financial Impropriety**

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- Forgery or unauthorized alteration of any document or account belonging to the district
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other district assets including employee time
- Impropriety in the handling of money or reporting of district financial transactions
- Profiteering as a result of insider knowledge of district information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment
- Failing to provide financial records required by federal, state, or local entities
- Failure to disclose conflicts of interest as required by law or district policy
- Any other dishonest act regarding the finances of the district
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards

## **Dress Code**

Employees shall act as role models by exemplifying the highest standard of professional appearance for the educational purposes of teaching community values and proper grooming and hygiene.

### **Staff: General Guidelines**

The dress and grooming of District employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with the following standards as well as any additional standards established by his/her supervisor and approved by the Superintendent.

Additional information can be found in [Policy DH](#).

## **Discrimination and Harassment Policies**

The District prohibits discrimination, including harassment, against any employee on the basis of a protected characteristic, including race, color, religion, gender, gender identity, gender expression, sexual orientation, national origin, age, disability, or any other basis prohibited by law. Discrimination against an employee is defined as conduct directed at an employee on the basis of a protected characteristic that adversely affects the employee's employment.

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's protected characteristic when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, gender identity, need for workplace accommodations, threatening or intimidating conduct, offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic or other stereotypes; or other types of aggressive conduct such as theft or damage to property. Additional information can be found in [Policy DIA](#).

### **Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or the conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples of sexual harassment may include sexual advances, touching intimate body parts, coercing or forcing a sexual act on another, a series or pattern of jokes or conversations of a sexual nature, or other sexually motivated conduct, communication, or contact that creates a hostile work environment.

### **Retaliation**

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation. Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluation, unjustified negative references, or increased surveillance.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.

## **Prohibited Conduct**

Under Policy DIA, prohibited conduct includes discrimination, harassment, and retaliation, even if the behavior does not rise to the level of unlawful conduct.

## **Reporting Procedures**

An employee who believes they have experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts to his or her supervisor or campus principal. An employee will not be required to report prohibited conduct to the person alleged to have committed it. Alternatively, the employee may report the alleged acts to one of the District officials below. Any District supervisor who receives a report of prohibited conduct will immediately notify the appropriate District official listed below and take any further steps required by this policy.

Title IX Coordinator: Reports of discrimination based on sex, including sexual harassment and sexual assault, may be directed to the Title IX Coordinator. The District designates a position to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. See [Policy DIA \(REGULATION\)](#).

ADA/Section 504 Coordinator: Reports of discrimination based on disability may be directed to the ADA/Section 504 Coordinator. The District designates the Executive Director of Employee Relations to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended. See Policy [DIA \(REGULATION\)](#).

The Superintendent will serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

Reports concerning prohibited conduct, including reports against the Title IX Coordinator or ADA/Section 504 Coordinator, may be directed to the Superintendent. A report against the Superintendent may be made directly to the Board, and the Board will appoint an appropriate person to conduct an investigation.

Reports of prohibited conduct should be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.

## **The Investigation of the Report**

The District may request, but will not insist upon, a written report from the complainant. If a report is made orally, the District official will reduce the report to written form. Upon receipt or notice of a report, the District official will determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official will immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending. If appropriate, the District will promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor will be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The complainant and individual against whom the report is filed may each provide witness statements or potential witness names for consideration or other evidence as appropriate. The investigation may also include analysis of other information or documents related to the allegations. The evidence compiled during the investigation will be reviewed using a preponderance of the evidence standard in making a determination of whether prohibited conduct occurred.

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator will take additional time if necessary to complete a thorough investigation.

The investigator will prepare a written report of the investigation. The report will include a determination of whether prohibited conduct occurred. The report will be filed with the District official overseeing the investigation.

Written notification of the findings will be provided to the complainant and the person against whom the report was filed.



If the results of an investigation indicate that prohibited conduct occurred, the District will promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct. The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct. Should any employment action be taken, the range could include everything from a verbal warning up to and including termination.

### **Appeal**

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA (LOCAL), beginning at the appropriate level. The complainant may have the right to file a complaint with appropriate state or federal agencies.

## **Discrimination and Harassment of Students**

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, national origin, disability, age, or any other basis prohibited by law, that adversely affects the student.

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, national origin, disability, age, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, gender identity, gender expression, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property. Prohibited harassment includes dating violence. Additional information can be found in Policy FFH.

### **Sexual Harassment by an Employee**

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature, including harassment carried out via electronic means, when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

### **Sexual Harassment by Others**

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct, including harassment carried out via electronic means, when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples of sexual harassment of a student may include, but are not limited to, sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

### **Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity, including harassment carried out via electronic means. For purposes of District policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct, such as theft or damage to property

### **Dating Violence by Students**

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of District policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

### **Other Prohibited Conduct**

The District prohibits bullying as defined by District policy. Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the District and that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and

2. Interferes with a student's education or substantially disrupts the operation of a school.

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism. Additional information can be found in [Policy FFJ](#).

Under District policy, the term prohibited conduct includes discrimination, harassment, dating violence, and retaliation as defined by District policy, even if the behavior does not rise to the level of unlawful conduct.

### **Reporting Procedures**

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, other District employee, or the appropriate District official listed in District policy. A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct.

Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct will immediately notify the appropriate District official listed in [Policy FFH](#) and take any other steps required by District policy.

Title IX Coordinator: Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the Title IX Coordinator. The District designates a position to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. See [Policy DIA \(EXHIBIT\)](#).

ADA/Section 504 Coordinator: Reports of discrimination based on disability may be directed to the ADA/Section 504 Coordinator. The District designates the Executive Director of Employee Relations to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended. See [Policy DIA \(EXHIBIT\)](#).

The Superintendent will serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent. A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board will appoint an appropriate person to conduct an investigation.

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

### **Notice to Parents**

The principal or District official shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult associated with the District.

In cases of student-to-student prohibited conduct, the District shall comply with District policy and relevant laws, including the Family Educational Rights and Privacy Act (FERPA), when notifying parents of any student alleged to have experienced prohibited conduct and parents of any student alleged to have committed prohibited conduct.

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

### **Investigation**

The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notification of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by District policy. If so, the District official shall immediately authorize or undertake an investigation, using the preponderance of the evidence standard.

However, if a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

If appropriate, and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct prior to the completion of the District's investigation.

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations. The evidence compiled during the investigation will be reviewed using a preponderance of the evidence standard in making a determination of whether prohibited conduct occurred.

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct occurred. The report shall be filed with the District official overseeing the investigation.

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records retention schedules, but for no less than the minimum amount of time required by law. Additional information can be found in [Policy FB](#) and [Policy CPC](#).

Notification of the outcome of the investigation shall be provided to both parties in compliance with the Family Educational Rights and Privacy Act (FERPA).

## **Reporting Suspected Child Abuse or Neglect**

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility under state law for reporting suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

Any District employee, agent, or contractor has an additional legal obligation to submit the oral or written report of suspected child abuse or neglect to CPS within 48 hours of learning the facts giving rise to the suspicion. Reporting a suspicion to a school counselor, principal or another staff member does not satisfy an employee's responsibility under the Texas Family Code. Therefore, employees may not delegate their duty to report to a coworker or supervisor, but employees may ask for assistance in making the report.

Employees are encouraged to inform their principal or supervisor after making a report to CPS involving an AISD student or employee, so that steps may be taken to ensure the safety of the child while awaiting intervention from the CPS or law enforcement investigator. District employees, agents, and contractors must cooperate fully and may not interfere with an investigation of reported child abuse or neglect. Additional information can be found in [Policy FFG](#).

### **Confidentiality of Report: Good Faith Reporting**

State law requires that the identity of the person making the report of suspected child abuse or neglect be kept confidential. A report of alleged or suspected abuse or neglect and the identity of the person making the report is confidential and not subject to release under the Public Information Act. Such information may be disclosed only for purposes consistent with federal or state law or under rules adopted by an investigating agency.

A person who in good faith makes a report or assists in the investigation of reported child abuse or neglect is immune from civil or criminal liability. Similarly, the District will not terminate, suspend, or discriminate against an employee for making a good faith report of suspected child abuse or neglect.

### **Failure to Report**

A person commits a criminal offense if they are required to make a report and knowingly fails to make a report as provided by law. A person commits a criminal offense if, with the intent to deceive, the person knowingly makes a report of abuse and neglect that is false. A public servant who coerces another into suppressing or failing to report child abuse or neglect to a law enforcement agency commits a criminal offense.

An employee is required to cooperate fully and not interfere with an investigation of reported child abuse or neglect.

### **Parent Refusal to Administer Drug as Sole Basis for Report Not Allowed**

An employee may not use or threaten to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal presents a substantial risk of death, disfigurement, or bodily injury to the child or the refusal has resulted in an observable and material impairment to the growth, development, or functioning of the child.

## **Electronic Communication**

Electronic communication 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 communication also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications. Additional information can be found in [Policy DH](#).

### **Personal Use**

As role models for the District's students, all employees are responsible for their public conduct even when they are not acting as District employees. Employees will be held to the same professional standards in their public use of electronic communication as they are for any other public conduct.

If an employee's use of electronic communication interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use an electronic communication platform, application, account, or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page. The employee is also responsible for Web links on the employee's page and for maintaining privacy settings appropriate to the content.

An employee who uses electronic communication for personal purposes must observe the following:

1. The employee may not set up or update the employee's personal social network page(s) using the District's computers, network, or equipment.
2. The employee will not use the District's logo or other District copyrighted material without express, written consent.
3. The employee will continue to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
  - Confidentiality of student records. [[Policy FL](#)]
  - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [[Policy DH \(Exhibit\)](#)]
  - Confidentiality of District records, including educator evaluations and private e-mail addresses. [[Policy GBA](#)]
  - Copyright law. [[Policy CY](#)]

- Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See [DH \(Exhibit\)](#)]

### **Use with Students**

For electronically communicating with 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. Unsolicited contact from a student through electronic means is not a communication. However, an employee shall immediately notify his or her supervisor when a student engages in improper electronic communication with the employee.

### **General Guidelines**

An employee who does not have a valid educational purpose, a family relationship, or other appropriate relationship with a student subject to approval of the parent or guardian will not use electronic communication to communicate with a student.

Examples of acceptable non-educational reasons to communicate with a student via electronic media include: serving as a mentor to a student, having a relationship with a student who is a niece or nephew, or a member or participant in the same civic, social, recreational, or religious organization.

### **Additional Provisions**

The following provisions apply to employees who have a valid educational purpose to electronically communicate with students:

1. An employee who has a valid educational purpose for electronically communicating with a student will 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).
2. All electronic communications with students must be appropriate in content and must provide a clear benefit to the student.
3. Electronic communication may not be used by an employee to develop a social relationship with a student.
4. 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.
5. The employee will not communicate directly with any student between the hours of 9:00 p.m. and 6:00 a.m. An employee may, however, make public posts to a social network site, blog, or similar application at any time. A teacher at the secondary level may respond to a student's request for a response directly related to a valid educational purpose in the subject for which that teacher is responsible for providing instruction.

The following provisions apply to employees who have a valid educational purpose to electronically communicate with students. The following provisions also apply to employees who use electronic communication means to communicate with students who are family members or who have another appropriate relationship with a student subject to approval of the parent or guardian:

1. The employee is prohibited from soliciting or engaging in sexual conduct or a romantic relationship with a student and is prohibited from making any sexual or romantic references when communicating with a student. [See [Policy DF](#)]
2. The employee does not have a right to privacy with respect to communications with students and parents.
3. 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 [Policy CPC](#) and [Policy FL](#)]
  - Copyright law. [See [Policy CY](#)]

2. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic communication the employee uses to communicate with any one or more currently-enrolled students.
3. Upon written request from a parent or student, the employee will discontinue communicating with the student through any form of one-to-one electronic communication.
4. In all cases, an employee must exercise discretion and sound judgment when electronically communicating with a student.

The provisions in this regulation are extensions of the professional standards of conduct. Nothing in this regulation should be construed to support unprofessional conduct at any level.

## **Copyrighted Materials**

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Private streaming accounts, DVDs, or VHS tapes are to be used in the classroom for educational purposes only and must have prior campus administrator approval. Duplication or backups of computer programs and data must be made within the provisions of the purchase agreement.

### **Fair Use Test**

The Fair Use Test should be used to determine if copyrighted material can be used, in accordance with Policy CY (Legal), without express permission from the author of the material. Additional information can be found in [Policy CY](#).

## **Instructional Materials**

Instructional materials, whether purchased or donated, from any source of funding, are the property of the Austin ISD and shall be maintained within the Instructional Material and Equipment Management System.

Books must be returned to the teacher at the end of the school year or when the student withdraws from school, Education Code 31.104(c). The Board may not require an employee of the District to pay for a textbook or instructional technology that is stolen, misplaced or not returned by a student. Education Code 31.104(e).

The District shall conduct an annual physical inventory of all currently adopted instructional materials that have been requisitioned by and delivered to the District. The results of the inventory shall be recorded in the District's files. Reimbursement and/or replacement shall be made for all instructional materials determined to be lost. 19 TAC 66.104(a). Please consult your local campus coordinator regarding procedures for proper inventory of textbooks assigned to teachers and students.

The principal has been designated as the custodian of all state textbooks in the building and is responsible to the District Instructional Material Coordinator for issuing and collecting, caring for, and accurately accounting for all textbooks.

## **Parent and Student Complaints**

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

## **Administering Medication to Students**

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the self-administration of asthma medication, medication for anaphylaxis

(e.g., EpiPen®), and medication for diabetes management, if the medication is self-administered in accordance with district policy and procedures. A student who must take any other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

## **Dietary Supplements**

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.



# Employee Rights and Responsibilities

---

## **Employee Grievances**

A grievance is a formal complaint filed by an employee to address concern regarding, but not limited to, wages, hours, or conditions of work and is governed by [Policy DGBA](#).

Specific allegations of unlawful discrimination, harassment, or retaliation in employment on the basis of an employee's protected characteristic or exercise of the employee's exercise of constitutional rights, as well as Whistleblower complaints, may be brought under DGBA (LOCAL), but in accordance with policy, may be removed or required to be submitted under Board [Policy DIA](#). Additional information about other complaint processes can be found in [DGBA \(Local\)](#).

The purpose of the District's grievance policy is to provide employees an orderly process to present grievances and possibly resolve them. The Board intends that, where feasible, grievances should be resolved at the lowest possible administrative level. Employees are encouraged first to discuss any concerns with their supervisor to see if agreement or an acceptable resolution can be reached.

Grievances must be presented in writing on the approved AISD grievance form and signed by the person filing the grievance. The grievance should state both the specific facts pertaining to the grievance and the relief being requested by the grievant. A complaint or appeal that is incomplete in any material aspect may be dismissed, but may be refiled with all required information if the filing is within the grievance timeline. Grievances and appeals must be filed with the Office of Employee Relations and in accordance with the [Grievance Timeline](#); a copy of the grievance should also be provided to the employee's immediate supervisor. The grievance forms and timeline can be found at [Human Resources Forms](#).

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 or the administration unless the employee or the administration did not know the documents existed before the Level One conference.

## **Formal Process**

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. Mediation is available upon request. 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.

## **Filing**

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail.

Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline.

Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication.

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.

**Consolidating Complaints**

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

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.

**Complaints against Supervisors**

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

**Jurisdictional Referral**

In certain situations, grievances may be referred to the Executive Director of Human Capital or appropriate Associate or Assistant Superintendent.

**Scheduling Conferences**

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.

**General Provisions and Definitions**

Additional information about the grievance process can be found in [Policy DGBA](#).

**Direct Communication with Board Members**

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

**Freedom from Retaliation**

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

**Costs Incurred**

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

**Audio Recording**

Employees have the right to record a grievance conference. The employee shall notify all attendees present that an audio recording is taking place. If an audio recording is made by the employee or the administrator or supervisor hearing the grievance, a copy of the recording shall be maintained with the Level One, Level Two, and Level Three records.

**Response**

At Levels One, Two, and Three, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's e-mail address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on the deadline and received by the employee or designated representative no more than three days after the response deadline.

**Days**

"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**

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

**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 Three following the procedure, including deadlines, for filing the complaint form at Level One.

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

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

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

**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 appropriate associate/assistant superintendent or with that person's designee, who must be an administrator in a supervisory relationship to the Level One respondent, to appeal the Level One decision.

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

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

The Level One record shall include:

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

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

The Level Two 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 Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

### **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 request a conference with the Superintendent or designee to appeal the Level Two decision.

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

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

The Level Two record shall include:

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

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

The Level Three 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 Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

### **Level Four**

If the employee did not receive the relief requested at Level Three 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 Three response or, if no response was received, within ten days of the Level Three response deadline.

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

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

The Level Three record shall include:

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

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing if either the employee or the administration intends to rely on evidence not included in the Level Three record, notice of the nature of the evidence shall be provided by the party (the employee or the administration) to the other party and to the Board's General Counsel 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.

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 Four presentation. The Level Four 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 Three.

## **Employee Mediation**

Mediation is an informal, confidential process used to resolve conflict. The mediator, a neutral third party, directs the process and facilitates conversation between the participants. The objective of mediation is for employees in conflict to participate in good faith, discuss their dispute, and explore options to reach a mutually satisfactory resolution.

The mediation process in Austin ISD is provided to support employees and reduce problems that can be distracting from the task of educating students. It is not intended to be part of any kind of contractual difficulty process. Information about mediation will not be used in any evaluation process.

### **Confidentiality**

Confidentiality is a critical part of the mediation process and is protected both by Texas law and the Ethical Guidelines for Mediators promulgated by the Texas Supreme Court. Participating in mediation is viewed as a positive option for addressing employee concerns. Unless otherwise required by law, all communications made by the participants in the mediation are confidential, are not subject to disclosure, and may not be used in any administrative, judicial, or other official proceeding without permission from all participants. However, facts that are discoverable independent of the mediation do not become confidential merely because they are shared during the mediation.

### **Employee Rights**

Employees do not give up any rights by participating in mediation. No admission of guilt or wrongdoing by any employee is implied, and none should be inferred, by participation in the process. Whether an agreement is reached is up to the participants themselves; they cannot be forced into an agreement. No employee in Austin ISD will be penalized or documented because of a decision to participate in mediation, and no documentation related to the mediation will be included in an employee's personnel file. All due process rights are available to Austin ISD employees according to Austin ISD Board Policy, including the required time lines, even after the completion of a mediation session.

### **Third Parties**

Because confidentiality is vital to the mediation process, generally, third parties will not be allowed in the room during mediation, including friends, family members, or co-workers not involved in the conflict. If you wish to have legal representative attend the mediation with you, you must provide advance notice to the Employee Relations Office to allow all participants to obtain legal representation.

### **Request for Mediation**

Any employee wanting to mediate a dispute must submit a Mediation Request form to the Office of Employee Relations.

### **Religious Observances**

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 is available. Additional information can be found in [Policy DEC \(Legal\)](#).

### **Lactation Support Program**

The District recognizes that breastfeeding is an important and basic act of nature that is to be encouraged in the interest of maternal and child health and family values. The District's organization supports the practice of worksite breastfeeding and/or expression of mother's milk.

Work schedule and work pattern flexibility will be provided, for at least one year after the child's birth, to accommodate a reasonable break time for an employee to express breastmilk for her nursing child or to breastfeed each time such employee has a need to express the milk or breastfeed.

The District will provide a private, accessible area, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public for the purpose of expressing breastmilk each time such employee needs to express the milk. When dedicated space is not feasible, the District will provide a mixed-use space for lactating mothers. In cases such as the latter, lactating mothers will have priority over all other uses of the space. In addition, an employee may choose to use her private office or other space, identified in consultation with her manager. Signage and/or notice of location of the room and the use of that room will be posted for the purpose established by the policy. Use of these dedicated or mixed-use spaces will also be made available for students and visitors who are nursing, as long as a District employee is not already using or scheduled to use the space.

Access to a safe water source and a sink within reasonable distance from the lactation space will be provided. The women's restroom and/or teachers' lounge/kitchen area has soap and water for cleaning pump equipment. Employees may store their expressed milk in their own personal coolers with ice packs or in the shared break room refrigerator space, if available. As with any personal food item, handling and supervision of the expressed milk is the sole responsibility of the employee. Additional information can be found in [Policy DG \(Regulation\)](#).

### **Employee Liability**

An employee is generally not personally liable, under state law, for actions taken within the scope of employment that involve the exercise of judgment or discretion, except in circumstances where, in disciplining a student, the employee uses excessive force or the employee's negligence results in injury to the student or the student is injured while being transported by the District (inclusive of its employees) in a motor vehicle (e.g. bus, car or van). Additional information can be found in Policy DGC.

### **Service of Civil Process and Subpoenas**

The Superintendent or a designee is designated as the proper party to accept service of process or service of subpoenas involving the District or any District officers or employees acting in their official capacity. All other District employees and officers shall decline to accept service of process or subpoenas and shall direct any officer attempting to serve such process or subpoena to the Superintendent or the designee. Additional information can be found in [Policy DBA \(Regulation\)](#).

## **Freedom of Association**

In accordance with [Policy DGA](#), an employee's participation in community, political, or employee organization activities shall be entirely voluntary and shall not:

1. Interfere with the employee's performance of assigned duties and responsibilities.
2. Result in any political or social pressure being placed on students, parents, or staff.
3. Involve trading on the employee's position or title with the District.

## **Drop-In Visits**

Immediately upon arriving to an AISD facility, all employee representatives must sign in and provide identification to the front office prior to meeting with an employee(s). The employee being visited will escort the representative to their meeting location. All visits by representatives will be conducted outside of the workday, such as before or after the work day or during lunch.

## **Use of District Facilities**

Organizations representing professional, paraprofessional, or support employees may use District facilities with prior approval of the appropriate administrator.

All employee organization representatives must submit a written request to the principal or supervisor at least one week prior to the requested date of an employee event. The principal or supervisor will consider the reasonableness of the request. The principal or supervisor will respond to the request in writing within 3 business days. If the request is approved, the principal or supervisor may include specific guidelines as deemed appropriate.

## **Violations**

Failure to follow the above procedures will be cause for the District to review opportunities for employee organization representatives to maintain access to AISD facilities.

## **Charitable Contributions**

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

## **Distribution of Non-School Literature**

### **Non-school Literature**

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District employee or by persons or groups not associated with the District, except in accordance with [Policy GKDA](#).

The District shall not be responsible for, nor shall the District endorse, the contents of any non-school literature distributed on any District premises.

### **Prior Review**

All non-school literature intended for distribution on school campuses or other District premises under this policy shall be submitted to the Superintendent or designee for prior review in accordance with the following:

1. Materials shall include the name of the person or organization sponsoring the distribution.
2. Using the standards found in Policy GKDA, the Superintendent or designee shall approve or reject submitted materials within two school days of the time the materials were received.

**Limitation on Content**

Non-school literature shall not be distributed on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
8. There is reasonable cause to believe that distribution of the non-school literature would result in material and substantial interference with school activities or the rights of others.

**Time, Place, and Manner Restrictions**

Each campus principal shall designate times, locations, and means by which non-school literature that is appropriate for distribution, as provided in Policy GKDA, may be made available or distributed to students or others at the principal's campus. The Superintendent or designee shall designate times, locations, and means for distribution of non-school literature at District facilities other than school campuses.

**Violations of Policy**

Failure to comply with this policy regarding distribution of non-school literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials and/or suspension of use of District facilities. Appropriate law enforcement officials may be called if a person refuses to comply with Policy GKDA or fails to leave the premises when asked.

**Political Activity**

Employees should not show preferences for certain candidates through conversation with students, by wearing buttons, ribbons, or other paraphernalia, or in any other manner during regular duty hours. No partisan clubs will be organized during school or work hours, or meet in the school building or under the sponsorship of school personnel. Political campaign materials shall not be distributed through school mail. All employees may participate in political affairs outside duty hours.



# Health, Safety, and Security

---

## Employee IDs

All employees are provided a photo ID card that should be worn at all times. Some AISD facilities utilize card access for entry.

## Visitors in the Workplace

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on District premises should immediately direct him or her to the building's office or contact the administrator in charge.

## Guidelines for Vendors

In accordance with Policy CHE, before contacting or visiting campuses or facilities, vendors must submit an "Application for Vendors Sales Permit to Contact School Personnel" to Contract and Procurement Services. Permits will be granted upon the sole discretion of the Contract and Procurement Services office, and are valid for one year. Campus appointments are granted upon the sole discretion of the campus administration and may be revoked at any time. Vendors must present their permit upon entering the school and comply with the "Guidelines for Vendors", which can be obtained from Contract and Procurement Services. Vendors must also comply with all safety guidelines as established by the district. Vendor Information can be found on the AISD/Contract & Procurement website <https://www.austinisd.org/cp/doing-business>.

## After Hours Access to School Buildings

Staff members must obtain prior written approval from the principal at least *three* workdays in advance of any day they need to be in the building after hours. Once the school principal has given this approval, the school administrative staff needs to notify the AISD Police at least *two* workdays before the specified date. Separate approval must be obtained for each date the employee needs access to the building.

Applications for use of school facilities must be approved by the building principal. School facilities will not be available for commercial purposes. No activity can be approved which has as its purpose profit or gains to the individual or groups involved.

## Police: Who to Call?

Anytime a criminal violation is suspected, the AISD Campus Police should be called at 512-414-1703. If a life-threatening situation occurs, the school should immediately call 911.

## Campus Emergency Operations Plan

The principal/site manager is responsible for developing, revising and training staff on an Emergency Operations Plan for each school or facility. In the plan, duties and responsibilities should be assigned and the procedures established for employees in the building in the event of natural or man-made crises. **Evacuate, Lockout (Secure), Lockdown, Shelter, and Hold** drills and exercises should be held regularly.

If you have questions regarding emergency management, speak with your campus safety coordinator, faculty administrator, or call the AISD Emergency Management Bureau at 512-414-9199.

## **First Aid, CPR, and AED Certification**

Nurses, physical education teachers, marching band directors, coaches, athletic trainers, or sponsors of an extracurricular athletic activity (including cheerleading) that is sponsored or sanctioned by the District or University Interscholastic League (UIL) must maintain and submit to the District proof of current certification in first aid, cardiopulmonary resuscitation (CPR), and the use of an automated external defibrillator (AED). Certification must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. See [DBA Local](#).

## **Accidents Involving Students or School Personnel**

### **What do you do?**

These are the suggested steps you should follow when a student or school employee has an accident or is injured.

For minor, but significant accidents or injuries with students:

- Administer first aid by school nurse, Quick Care chart, or utilizing trained staff members.
- Inform parent or guardian immediately, or, if necessary, a sibling, neighbor, or relative. The school nurse will advise on home care or referral to a doctor.
- Fill out the student accident reporting form. Apply first aid and life-sustaining techniques utilizing school nurse and other trained persons on staff.
- If life threatening, call 911 (adult accompanies student). Otherwise, the AISD Police (414-1703) will notify associate superintendent and other District personnel as needed.

For an employee accident or injury, notify their emergency contact listed and follow the Worker Compensation Claim filing procedures.

### **Employee Actions for Student Accident**

- If EMS is not on the way, these are actions to consider: If life threatening, call 911. Otherwise, call AISD Police, 414- 1703; they, in turn, will notify the Associate Superintendent and Health Services as needed. Notify parents, spouse, or closest relative or neighbor.
- If EMS is on the way, consider: If not reached earlier, continue to try to notify parents or guardian immediately, or, if necessary, a sibling, relative or neighbor. If parents, spouse, or closest relatives are unavailable, discuss the situation with an associate at the place of employment of the parent, guardian, spouse or closest relative. They may have an emergency contact for parent. Fill out the student accident reporting form.
- Before taking students on a bus or auto trip away from the school, be certain that you follow the District's procedures regarding parental consent and inform campus nurse or health professional, where applicable, personal vehicle use and driver requirements. If you have any questions regarding field trips and student transportation, consult with the General Counsel's office at 512-414-1706.

## **Job Safety Resources**

The district desires a safe and healthy work environment for all employees and students. Each campus has a designated "Campus Safety Coordinator."

Important resources on each campus include the School Safety and Emergency Resource Manual, the Emergency Operations Plan, AISD Employee Safety Manuals, Quick Care Charts, and the AISD Campus Reference Guide for Critical Incidents. All employees should have access to these items. Although it contains some excellent information please note the Resource Manual referenced above has been in circulation for many years. If you have any questions regarding these updates, please contact the AISD Police Department Emergency Management Bureau at 414-9199.

## **Accidents and Accident Prevention**

All employees are responsible for helping to prevent accidents. You can help protect yourself on the job by learning the safest way to perform your job duties. If you do not think you know the safest way to do part of your job, ask your supervisor. Keep the following suggestions in mind:

- Be aware of your surroundings. Correct unsafe acts and conditions that you know about. If you cannot correct an unsafe situation by yourself, talk to your supervisor about it.
- Concentrate on doing your job safely.
- Report dangerous or hazardous areas such as broken windows, slippery floors, or defective equipment.
- Handle all chemicals and hazardous materials safely. (Refer to the appropriate Materials Safety Data Sheet (MSDS). If your job requires the handling or exposure to hazardous materials, attend a District sponsored HAZCOM training session. Check with your supervisor to schedule attendance at a training session. All campuses and district facilities that have hazardous materials on the premises must maintain a current and up-to-date listing of all Material Safety Data Sheets (MSDS) for all hazardous materials present. This listing should be kept in the same hazardous storage area and be readily available upon request.
- Use the proper prescribed personal protection equipment required to complete each job safely. (See MSDS or operating manual)
- Read instructions before using equipment or operating machinery.
- Know the emergency numbers in the district and observe district policy regarding emergency procedures. (Refer to Campus Emergency Operations Plan and Procedures for your campus.)

The *AISD Employee Safety Manuals*, available on each campus, provides information about topics including, Lifting and Handling Techniques, Electrical Safety, Ladder Safety, Slip/Fall Prevention, Driver Safety, Emergency Procedures, Blood-borne Pathogen Safety, Basic First-Aid Procedures, and Portable Fire Extinguishers. Specific manuals relating to particular job environments are available for administrative/instructional, food service, maintenance, custodial, and transportation employees.

The AISD Emergency Management Bureau regularly issues information about safety. If you have questions regarding safety, speak with your campus safety coordinator, faculty, administrator, or call the AISD Emergency Management Bureau at **512-414-9199** or by email [emergency.management@austinisdpolice.org](mailto:emergency.management@austinisdpolice.org). Additional information can be found at [Emergency Management Bureau](#).

## **Blood-borne Pathogen Safety**

For your own protection when you give first aid to a person who is ill or injured, remember all bodily fluids should be considered infectious. Report any exposure to your supervisor. General guidelines to follow include:

- Avoid contact
  - Allow the injured party to tend to his/her own injury, if possible.
  - Allow him/her to dispose of contaminated material appropriately.
  - Do not eat, drink, or apply cosmetics/lip balm in areas that might be exposed to blood or other potentially infectious materials (OPIM).
  - Do not store foods or drink anywhere blood or OPIM are present.
  - Use a mouthpiece, resuscitation bag, pocket mask, or other device when giving rescue breathing.
- Protect yourself
  - Wear latex gloves when in contact with blood or OPIM.
  - Pick up items that could puncture gloves with tongs, forceps, or brush & dustpan.
  - If exposure to human bite is a possibility, wear long sleeves or other protective clothing.
- Clean up afterward
  - Wash hands with water and soap, dry with single-use towels or hot-air drying machine after contact.
  - If unable to wash your hands immediately, clean them with an antiseptic towelette or hand cleaner.
  - Sanitize areas exposed to blood or OPIM with a bleach/water mixture.

## **Pest Control Treatment**

Employees are prohibited from applying any pesticide or herbicide license from the Texas Department of Agriculture and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide, herbicide, or termiticides must be done in a manner prescribed by law and the District's integrated pest

management program. Notices of planned pest control treatment will be posted in a District building 48 hours before the treatment begins. Notices are generally located at the facility, at the school, or at the grounds that are scheduled for treatment. Pest control information sheets are available from campus principals or facility managers upon request.

## **Bad Weather Closing**

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. Closing or other emergency information will also be posted on the District's website. When it becomes necessary to open late or to release students early, the following radio and television stations will be notified by school officials:

KTBC-FOX 7	KXAN-NBC 36	Channel 22 AISD (Time Warner)
KVUE-ABC 24	KEYE-CBS 42	KLBJ 590 AM KASE 100.7

## **Field Trips and Parent Consent**

Before taking students on a bus or auto trip away from the school, be certain that you follow the District's procedures regarding Parental Approval and, where applicable, personal vehicle use and driver requirements. If you have any questions regarding field trips and student transportation, consult with the General Counsel's office at 512-414-1706.

## **Student Discipline**

Students are expected to follow the classroom rules, campus rules, and rules listed in the [Student Handbook and Student Code of Conduct](#). Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the District. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal. Additional information can be found in [Policy FN](#) and [Policy FO](#).

## **Student Attendance**

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

## **Bullying**

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyberbullying, to the Principal or Designee. The district's policy includes definitions and procedures for reporting and investigating bullying of students.

## **Hazing**

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

## District Services

---

### **Regional XIII Service Center**

The Educational Service Center, Region XIII provides training to any school employee. Catalogs are distributed with a listing of current training options. Region XIII also has a graphics lab open to District employees. Call 512-929-1313 for more information.

### **Department of Professional Learning**

The Professional Learning Department offers many services that support staff at different stages of employees' careers so they can learn, grow and improve their craft. The PL Team is committed to creating, providing, and supporting the development of equity focused, high quality and accessible professional learning opportunities that are aligned to the district's strategic plan and board priorities for all AISD staff, empowering AISD staff to facilitate all students in achieving their potential.

AISD's Human Capital Platform (HCP) houses the District's Professional Learning Management System that allows employees to register for AISD professional learning and training opportunities. Staff can browse the catalog for activities that will enhance their professional/job skills, or search the catalog for specific activities recommended by their manager or principal. New learning opportunities are frequently added to the Human Capital Platform. The Human Capital Platform is accessed through the AISD Portal cloud. Additional information can be found at the [Department of Professional Learning](#).

### **Library Media Services**

The mission of Austin ISD libraries is to nurture a life-long appreciation of reading and learning by assuring that students have opportunities for successful access, evaluation and use of information, technology, and literature. Additional information can be found at [Library Media Services](#).

### **Library Media Services Technology Support**

The central Library Support Team maintains and supports the hardware and software components of the digital catalog and library automation system for AISD school libraries. They also provide administrative and technical support for online resources, and provide professional development regarding integrating technology into libraries and programming. In addition, they evaluate online resources and support curriculum design efforts as needed.

### **Professional Resources Library**

The Professional Resource Library (PRL) at the Library Media Center offers a wide variety of print and digital resources to staff and faculty. Print and physical resources can be checked out from the PRL. To search for available resources visit [catalog.austinisd.org/professional](http://catalog.austinisd.org/professional). Available items include curriculum support, professional development books, journals, classroom sets, AISD archival material, and more.

Digital resources curated by the Library Media Services team may be accessed through the Austin ISD Portal by selecting the MackinVIA tile. The digital collection includes online encyclopedias, multimedia databases, and a variety of ebooks. The Professional Resource librarian is available for training of digital resources and classroom curriculum support. Call the Professional Resource Library at (512) 414-4937 or contact your campus librarian for more.

### **Materials Acquisition**

The Acquisitions Department provides support for campus librarians and other AISD staff in purchasing high-quality print and digital books and other resources for our students.

### **Materials Processing Center**

The Materials Processing Center provides cataloging and processing of library materials as well as curriculum support materials for use in all campus libraries.

**- END OF DOCUMENT -**