In order to maximize the instructional effectiveness of the substitute teacher, this handbook has been developed to clarify responsibilities of the substitute teacher to the students and school and the school’s responsibility to the substitute teacher.
In its efforts to promote nondiscrimination, Southwest ISD does not discriminate on the basis of race, religion, color, national origin, gender, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended. The following District staff members have been designated to coordinate compliance with these legal requirements:

- **Title IX Coordinator**, for concerns regarding discrimination on the basis of gender: Exe. Director of Human Resources, 11914 Dragon Lane, San Antonio, Texas, (210) 622-4330.
- **Section 504 Coordinator**, for concerns regarding discrimination on the basis of disability: Director of Response to Intervention, 11914 Dragon Lane, San Antonio, Texas, (210) 622-4335.
- **All other concerns regarding discrimination**: Contact the Superintendent, Dr. Lloyd Verstuyft, 11914 Dragon Lane, San Antonio, Texas, (210) 622-4300.

[(See FB (LOCAL) and FFH (LOCAL)](http://www.swisd.net)
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Vision

The Vision of Southwest Independent School District:

Southwest Independent School District will be the leader in education innovation.

Mission

The mission of Southwest Independent School District:

Southwest Independent School District will identify and develop the potential of all individuals.

Core Values

The core values of Southwest Independent School District:

- Compassion
- Excellence
- Integrity
- Dedication
- Respect
- Responsibility

Rise Above Grow beyond
Southwest High School 210-622-4500
11914 Dragon Lane
Paul Black – Principal
Ms. Sandra Carrillo – Secretary

SW Legacy High School 210-623-6539
4495 SW Verano Pkwy
Mr. Joseph Guidry – Principal
Ms. Sara Galvan – Secretary

Crossroads Center 210-622-4670
11914 Dragon Lane, Bldg. 800
Mr. Juan J. Perez – Principal
Ms. Mary Jane Esparza – Clerk

Christa McAuliffe Middle School 210-623-6260
9390 S. W. Loop 410
Ms. Roxie Freeman – Principal
Ms. Robin Verstuyft – Secretary

Francis R. Seabbee Middle School 210-645-7500
10675 Marbach Road
Mr. Jorge Cruz – Principal
Mr. Mark Hinojosa – Secretary

Ronald McNair Middle School 210-622-4480
11553 Pearsall Road
Ms. Anita Crisp – Principal
Ms. Antonia Garcia – Secretary

Big Country Elementary 210-645-7560
2250 Pue Road
Ms. Wendy Quillin – Principal
Ms. Refugia Velez – Secretary

Bob Hope Elementary 210-927-8180
3022 Reforma
Mr. Brian Pennartz – Principal
Ms. Terry Sales - Secretary

Elm Creek Elementary 210-622-4430
11535 Old Pearsall Road
Ms. Melissa Garza – Principal
Ms. Maria Galvan-Leach – Secretary
CAST STEM – Aja Gardner, Principal Secretary – Carmen Casias

Hidden Cove Elementary 210-623-6220
5102 Trading Post
Ms. Tracy Myers – Principal
Ms. Veronica Vargas – Secretary

Indian Creek Elementary 210-623-6520
5830 Old Pearsall Road
Ms. Araceli Bunsen – Principal
Ms. Cristina Rodriguez – Secretary

Kriewald Road Elementary 210-645-7550
10355 Kriewald Road
Ms. Rosie Hidalgo – Principal
Ms. Cynthia Mandujano – Secretary

Medio Creek Elementary 210-622-4950
8911 Excellence Drive
Ms. Amy Garza – Principal
Ms. Cynthia Balderas – Secretary

Sky Harbour Elementary 210-623-6580
5902 Fisher Bend
Ms. Sylvia Acuna – Principal
Ms. Brenda Hernandez – Secretary

Southwest Elementary 210-622-4420
11914 Dragon Lane
Ms. Judy Foster – Principal
Ms. Mary Sue Garza-Cano – Secretary

Spicewood Park Elementary 210-622-4999
11303 Tilson
Mr. Gaspar DeLeon – Principal
Ms. Diana Lopez – Secretary

Sun Valley Elementary 210-645-7570
6803 S.W. Loop 410
Ms. Veronica Cuenca-Wilson – Principal
Ms. Diana Gutierrez – Secretary

Resnik Middle School 210-623-6589
4495 SW Verano Parkway
Ms. Odilia Martinez - Principal
Ms. Irma Casares - Secretary
Location: Building # 800  210-623-6539
Teacher Substitute Application Interview
1) William Baker—Exe. Director of Human Resources
   Phone: 210-622-4330
   Fax: 210-622-4331
   Email: wbaker@swisd.net

Teacher Substitute Application Status
2) Abigail Ortega, Clerk
   Phone: 210-622-4330
   Fax: 210-622-4331
   Email: aortega@swisd.net

Teacher Substitute Frontline ERP
1) Abigail Ortega, Clerk
   Phone: 210-622-4330
   Fax: 210-622-4331
   Email: aortega@swisd.net
I. GENERAL INFORMATION

A. Requirements for Substitute

1. The Southwest Independent School District prefers that an applicant for substitute teacher have a Bachelor’s degree and a valid Texas Teacher Certificate; however, thirty or more academic hours from an accredited college/university or five years substitute experience are acceptable.

2. Each applicant must be of good moral character.

3. Each applicant must be a citizen of the United States or must be eligible for employment through verification of the I-9 form.

B. Application Procedures & Paperwork in Personnel Office

1. Applicants for substitute teacher must complete the application online at www.swisd.net

2. A copy of the Texas Teacher Certificate, official college transcript, or high school diploma, equivalent must be submitted with each application

3. A Criminal History check will be completed with each application

4. Periodic interview sessions will be held as needed

5. Income tax withholding exemption form W-4

6. I-9 Employment Eligibility Verification

7. Picture ID and Social Security Card

8. Letter of Reasonable Assurance-(required every school year)

9. Acknowledgement Form
C. Substitute Teacher List

1. The Frontline ERP Clerk’s Office is located in the Administration Annex Bldg. #302, and maintains the list of approved substitute teachers for the district. All schools in the district use the services of Frontline ERP to secure substitute teacher services.

2. Substitute teachers should not call the schools regarding substitute teacher assignments or vacancies.

3. In an effort to keep all information current, substitute teachers must complete all necessary paperwork in the Human Resources office as well as update any change(s) of name, address, telephone number, transcripts, degrees, and/or certification.

4. In filling substitute teacher assignments, consideration may be given to campus and/or grade level preference, though the district may place a substitute teacher in any assignment on an as needed basis.

D. Notification of the Substitute Teacher

1. Substitute teachers will be called by the Frontline ERP system. You, too, can review the substitute teacher assignment(s) posted by checking online at https://southwestisd.teams.hosting/employee/substitute/selfserve.do

2. Notification of substitute teachers prior to the day of assignment is the standard practice. In many instances substitute teachers are notified between 5:30 a.m. and 10:30 a.m. on the day of the assignment. Substitute teachers should arrange their schedules to accept calls and make arrangements to leave home on short notice.

3. Substitute teachers who do not accept an assignment by the end of a semester will be terminated. Substitute teachers must notify the Human Resources Office in writing to be temporarily removed from the call list if unforeseen/medical circumstances occur.

4. If you wish to terminate employment with SWISD, written notification must be received by SWISD Human Resources Department.

E. Pay of Substitute Teachers

<table>
<thead>
<tr>
<th>Substitute Type</th>
<th>Position</th>
<th>Full Day</th>
<th>Half Day</th>
<th>Long Term</th>
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<tbody>
<tr>
<td>Teachers</td>
<td>Certified Teacher</td>
<td>$125</td>
<td>$62.50</td>
<td>$130</td>
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<td></td>
<td>Degreed, Licensed</td>
<td>$100</td>
<td>$50.00</td>
<td>$105</td>
</tr>
<tr>
<td></td>
<td>Non-Degreed</td>
<td>$90</td>
<td>$45.00</td>
<td>$95</td>
</tr>
<tr>
<td>Paraprofessional</td>
<td>Instructional Aide</td>
<td>$70</td>
<td>$35.00</td>
<td>$75</td>
</tr>
<tr>
<td></td>
<td>Office &amp; Administrative Support</td>
<td>$70</td>
<td>$35.00</td>
<td>$75</td>
</tr>
</tbody>
</table>

Substitute Teachers – add $10 per day for accepting Special Education classes that are in a self-contain setting.
Substitute Instructional Aide – add $10 per day for accepting Special Education classes that are in a self-contain setting.

1. Substitute teachers who work in the same assignment for more than 10 consecutive days will have their pay increased by $5.00 per day. This rate will apply as long as the substitute remains in the same assignment continuously.

2. Substitute teachers are encouraged to keep a record of the dates, times, schools, and job numbers for which they substitute so that pay checks may be personally verified for accuracy.

3. All substitute teachers should attend a general orientation concerning campus procedures and be furnished a copy of the Substitute Teacher Handbook prior to reporting to their first substitute job assignment.

II. RESPONSIBILITIES OF THE SUBSTITUTE TEACHER

The substitute teacher should personally answer the phone to accept or reject the assignment. If accepting the position, the substitute teacher should have paper and pencil by the phone to obtain the subject/grade, name of the school, name of the teacher, job number, and any available instructions from the absent teacher. Substitute teachers are called a day in advance when possible; however, most calls are made in the mornings, starting at 5:30 a.m. - 9:00 p.m. Substitute teachers are subject to calls during the day as the need arises.

If, after the substitute teacher accepts an assignment and an emergency arises the substitute teacher should contact the Human Resources office immediately at (210) 622-4330, and then contact the campus principal to cancel the assignment.

A substitute teacher on duty should continue the assignment until officially released by the principal. It is the responsibility of the principal to release the substitute teacher or to ask the substitute teacher to continue with the assignment. Therefore, the substitute teacher must report to the principal’s office or the principal’s designee at the end of each day for instructions.

The substitute teacher must be familiar with the general policies and procedures of the school. By visiting the schools, the substitute teacher may observe methods, specific techniques, lesson plans, materials used, and the routine procedures of the individual school.

The substitute teacher must arrive at the assigned school early enough to perform the following:

- Report directly to the Principal’s office for the classroom assignments and the length of the assignment.
- Obtain a classroom key or request a custodian or other school employee to unlock the room.
- Review the regular teacher’s lesson plans, teaching materials, general building routines and procedures, and all disaster drill regulations.
- Consult the Principal and/or the designee, if there are any questions about the day’s assignments and/or other activities.
- Fulfill the regular teacher’s entire daily assignment and activities, such as hall duty, bus duty, playground duty, etc.

A. TRS Changes Definition of Substitute for Retirees

Effective September 1, 2016, the definition of substitute is changing for employment after retirement purposes in order to expand your opportunities to substitute. During the April 2016 TRS Board Meeting, the TRS Board of Trustees adopted a change to TRS Administrative Rule 31.1(b) relating to Definitions.

The current rule allows a retiree to substitute without limit in a position held by a current employee – provided the retiree is only working as a substitute. The change in the rule will allow retirees to also serve as a substitute in a vacant position or vacant positions, but for no more than 20 days in each vacant position.

Note: If you combine substitute work and any other type of work – you are limited to working no more than one-half the work days in that calendar month.

But there are other requirements that you should know before deciding if you can substitute in a vacant position. This change will not be effective until September 1, 2016. The changes in the definition of a substitute for retirees:

- allow a retiree to serve as a substitute not only in the place of a current employee or a position held by more than one current employee but also in a vacant position for no more than 20 days;
- allow a retiree to serve in more than one vacant position during a school year for up to 20 days in each position;
- prohibit a retiree from serving in a position that was vacated by that retiree, i.e., the retiree cannot substitute in the position the retiree vacated at retirement;
- do not change the requirement that all retirees must observe a one full, calendar month break in all service with a TRS-covered employer after retirement;
- do not change the effect of revoking retirement by working as a substitute during the required one full, calendar month break in service (whether in the place of a current employee or if the position is vacant);
- do not change the requirement that a retiree who retired after January 1, 2011 must have a 12 full, consecutive calendar month break in service from all TRS-covered employers before working full-time (retirees may work as substitutes or as much as one-half time without having a 12 month break in service); and
- do not change the effect of interrupting the 12 month break in service by working as a substitute, whether the position is held by a current employee or is vacant, and requiring the retiree to begin a new 12 full, consecutive calendar month break in service before full-time employment.

B. Professional Ethics
B. Professional Ethics

1. The substitute teacher has a professional responsibility. Any concerns about what is seen or heard in the classroom or on the campus should be brought to the attention of the Campus Administrator for consideration/remediation.

2. Comments comparing one school with another or comparing the children of one neighborhood with those of another are not permissible and will not be tolerated.

3. Under no circumstances should a substitute teacher make negative or critical remarks concerning students, employees, or administration of the campus. Any concerns should be brought to the attention of the Campus Principal.

4. Substitute teachers should not discuss, bring or distribute any materials in regard to their personal life, opinions, and beliefs; including political, social, or religious, with students at any campus without express administrative (Principal) approval.

5. Sexual harassment is verbal or physical conduct that is negative, critical, or shows hostility or aversion toward a student or employee because of his/her gender and that:
   a. Has the purpose or effect of creating an intimidating, hostile, or offensive learning/teaching working environment; or
   b. Has the purpose or effect of unreasonably interfering with an individual’s work performance; or
   c. Otherwise adversely affects an individual’s employment opportunities.

An employee who believes he or she has been or is being subjected to any form of sexual harassment shall bring the matter to the attention of the Principal or immediate supervisor, in accordance with the procedures in the district’s employee Grievance Policy. However, no procedure or step in that policy shall have the effect of requiring the employee alleging sexual harassment to present the matter to a person who is the subject of the complaint. Nor shall a sexual harassment complaint be dismissed because it is not filed within the time lines.

Harassing conduct includes (1) epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to gender and (2) written or graphic materials that denigrates or shows hostility or aversion toward an individual or group because of gender that is placed on walls, bulletin boards, or elsewhere on district premises, or is circulated in the workplace.

Employees shall not engage in conduct constituting sexual harassment. District officials or their agents shall investigate all allegations of sexual harassment and officials shall take prompt and appropriate disciplinary action
against employees found to engage in conduct constituting sexual harassment. District employees shall not engage in sexual harassment of students. Sexual harassment includes such activities as engaging in sexually oriented conversations, telephoning students at home or elsewhere to solicit unwelcome social relationships, physical contact that would reasonably be construed as sexual in nature, and threatening or enticing students to engage in sexual behavior in exchange for grades or other school related benefit. In considering allegations that an employee has sexually harassed a student, there is a presumption that the conduct was unwelcome.

C. Health Insurance Benefits

Southwest ISD provides health coverage to employees through TRS-ActiveCare. A district substitute or temporary employee is eligible to enroll in TRS-ActiveCare if the district reasonably expects the employee to work at least 10 hours per week. Hours worked for other school districts are not considered in determining whether a substitute is eligible for benefits through SWISD.

Although the district reasonably expects substitutes to work at least 10 hours per week, the district does not guarantee that you will receive 10 hours every week. The district’s need for substitutes varies from week to week. In some weeks, you may not receive any assignments. Similarly, the district understands that some weeks you may not be able to accept assignments due to illness or other personal reasons.

If you are a new substitute, you must enroll in or decline medical coverage as part of the orientation process. If you are a returning substitute, you must enroll in or decline medical coverage during the annual open enrollment. If you decline coverage, you cannot enroll again until the next plan year unless you experience a special enrollment event.

**ALL** substitutes must submit a completed TRS medical election/declination form before jobs can be accepted. If you elect to enroll, you will be responsible for the full premium. You must submit payment for one calendar month with your enrollment form. The premiums for subsequent months will be deducted from each of your semi-monthly pay checks for the preceding month of coverage. Income MUST be sufficient to cover all premiums through payroll deductions. If your pay is not sufficient to cover the premiums, your coverage will be terminated. The district will not accept payment directly from the employee as the premiums must be deducted from your paycheck. Your coverage may also be cancelled if you lose eligibility for TRS-ActiveCare for other employment reasons.

A substitute who is enrolled in TRS-Active Care and who is then removed from the substitute rooster becomes ineligible for health coverage, will be provided notice regarding continuation coverage under COBRA (if eligible). Cancellation due to non-payment is considered a voluntary drop. Therefore, you would not be eligible for COBRA.
D. Workers’ Compensation

Through a self-insured program, Southwest ISD provides workers’ compensation coverage for its employees.

All injuries and/or work related illnesses sustained by employees while acting in the course and scope of their employment, especially those which require medical attention or result in lost time, must immediately be reported by the affected school or department, to the Benefits Department at 210-622-4330 or by email to mbarnes@swisd.net, mlevrie@swisd.net. State law requires that the employer reports an employee’s injury within 48 hours of being notified of the injury. Prompt reporting will help to ensure compliance with the law and avoid financial penalties to the District for late reporting.

If the injury warrants medical attention, the employee has the right to seek treatment from any doctor or facility that is affiliated with the Alliance (not to include Military facilities). The forms listed below must be completed by the Principal/Supervisor or designee, with the assistance of the injured employee as soon as possible, but emergency medical treatment should never be delayed. Please complete the following forms (regardless of whether medical treatment is required):

First Report of Injury (supervisor)
SWISD Employee’s on the Job Accident Report (employee)
SWISD supervisor’s Accident Investigation Report (supervisor)
Witness Statement (witness if applicable)
Employee Alliance Acknowledgment
Report of Injury – Body Parts

If medical treatment is required provide the injured employee with the following:

District’s Acknowledgement of W/C Incident
(RX) First Fill Card
List of in network provider participants and / or facilities

Forms may be obtained on the District’s website at www.swisd.net or by calling TASB at (800) 482-7276. All completed forms must be forwarded to the Benefits Department (to be retained there).

If TASB determines that the incident is a compensable injury, workers’ compensation pays for medical expenses and loss of wages as related to the injury. If an employee is unable to work for seven (7) calendar days (waiting period) due to the injury, weekly income benefits begin to accrue on the 8th day of disability. Temporary Income Benefits (TIBs) are not paid until approximately the 13th day of medically supported disability. Injured employees who seek medical treatment are required to submit a medical update to the Benefits Department after each doctor visit, regardless of change in condition or limitations and / or a written release from the attending physician prior to returning to work.
Note: *Workers' compensation does not cover property damage suffered by an employee such as broken glasses, broken jewelry, ripped clothing, etc. In addition, accidents involving horseplay or drugs and alcohol are not covered under the Workers' Compensation law.*

Fraudulently obtaining Workers’ Compensation benefits is punishable by Administrative Penalties with fines up to $10,000 and restitution and criminal, state and federal prosecution including fines, restitution, and community and/or jail time.

Employees with questions or concerns relating to Workers’ Compensation benefits or safety issues are encouraged to contact the Benefits Department at 210-622-4330.

**E. 403(b) & 457 Programs**

403b and 457 plans are voluntary retirement plans designed to give you the opportunity to supplement retirement income. The plans are made available to all district employees, and participation is voluntary. You may contribute on a pre-tax basis through payroll deduction.

To start contributing to a tax sheltered annuity, you need to first choose a TRS approved vendor, contact a representative from the company and they will assist you in establishing a 403(b) or 457 account. Once your account is set-up, contact FFGA at 1-800-523-8422 to start your payroll reduction.

For additional information and how to participate, please review the Universal Availability Notice under the HR Documents tab.

**F. Additional Information**

SWISD Board Policies DH, DGBA and CQ are contained in this handbook and all board policies are available online at [www.swisd.net](http://www.swisd.net).

1. The substitute teacher is expected to work a full teaching day, or half-day if scheduled for only a half-day.

2. The substitute teacher will be expected to perform all duties of the regular teacher unless the principal releases the substitute from a particular responsibility.

3. The substitute teacher should endeavor to preserve the regular routine of the classroom and seek assistance when needed.

4. A substitute teacher placed in a particular assignment for multiple days should ask for assistance from the campus administrator, grade level chairperson, or department head concerning routine/recurring responsibilities.

5. All materials and equipment used by the substitute teacher should be returned
6. **Mandatory Attire:** Southwest ISD prides itself in providing an atmosphere which projects a positive and professional image. As such, we should extend to our stakeholders, the community and the students we serve the courtesy of a professional demeanor at all times, including in our attire. The dress and grooming of District Employees should be clean, neat, and depicted in a manner appropriate to carry out daily work duties in accordance with any additional standards established by their supervisors as approved by the Superintendent. Although the final determination of acceptable dress and grooming rests with the campus Principal or immediate supervisor, the following guidelines generally apply to all professional and classified employees. Dress and grooming regulations may vary somewhat for Auxiliary Staff (Custodians, Bus Drivers, Maintenance workers, etc.) but the final approval remains with the immediate supervisor.

1. Pants are to be full length except for Capri/crop pants, which should be no less than four inches below the bottom of the kneecap. They should be worn at the waist (no “sagging” or “bagging”). Tight-fitting pants (e.g., tights, Spandex; bicycle pants, or leggings except if worn under an appropriate length dress) are also prohibited. Cutoffs and intentionally frayed pants are not permitted.

2. Shorts and skorts are prohibited (except in P.E./Athletic classes) for professional and classified staff.

3. Skirts and dresses must be no more than 4-inches above the top of the kneecap. There should not be a cut or slit in the clothing that extends beyond the 4-inch limit.

4. Collarless men’s t-shirts are generally not acceptable, except when worn as part of gym attire, to display school spirit on spirit day, or worn with jeans or shorts on occasions approved by the campus principal or immediate supervisor.

5. Hair must be kept neat and clean. Unconventionally cut, colored, spiked or Mohawk hair styles are not permitted.

6. Visible tattoos, as deemed offensive or inappropriate by campus administrator or immediate supervisor must be appropriately covered.

7. Any clothes that are suggestive, indecent or cause a distraction are not acceptable. Specifically, oversized clothing, tank tops, muscle shirts, halter tops, spaghetti straps, exposed backs or midriffs, and see-through garments are not permitted.

8. Indecent/inappropriate patches, logos, phrases, sayings, writings, or drawings on clothing are prohibited.

9. Appropriate footwear of substantial construction and proper fit to guard against slip and fall incidents must be worn at all times. Tennis shoes are generally not acceptable for professional attire unless the job requires it, or with shorts (when they are permitted).
generally not acceptable for professional attire unless the job requires it, or
with shorts (when they are permitted).
10. Body piercing jewelry is prohibited except for rings, studs or other traditional
jewelry worn in the ear. Excessive body piercings and unconventional
piercings are strongly discouraged.

Applicability to other adults on school campuses:
Adult volunteers, substitutes, student teachers and interns are also required to abide by the
dress code for professional employees.

7. Conference periods are assigned to regular teachers by state law to perform
required parent conferences and lesson planning duties. Substitute Teachers
are not entitled to a conference period. Substitute teachers may be assigned
other appropriate duties by school administrators during the regular teacher’s
scheduled conference period.

8. Substitute teachers should report to the Campus Principal or designee the first time
they are assigned to a campus and request an orientation and specific instructions/
expectations as to unique duties or responsibilities at that campus. Sign in and out
on the day of substituting.

9. The campus Principal may change substitute teacher’s assignment on the
campus as necessary (in case of an emergency). When doing so, the principal
and/or appropriate staff member should update the assignment change in the
system.

10. If a substitute teacher employee is under a doctor’s care and unable to work, the
substitute teacher employee must submit to the Human Resources Director, a
note from the doctor stating the substitute teacher employee is under a doctor’s
care. This note will assure the substitute teacher to continue on the active
working status list.

G. Classroom Instructional Duties

1. Substitute teachers are expected to follow the lesson plans and the instructions
provided by the regular teacher. If none are furnished or left for the substitute
teacher, an administrator, grade level chairperson, or department head should be
contacted immediately for clarification of responsibilities.

2. The substitute teacher should not assign written work and leave it without
a written explanation to the regular teacher, or other authorized person.

3. The substitute teacher has the same responsibility and authority as the
regular teacher for the students, equipment and materials assigned to
his/her care.

4. The substitute teacher should review the District Student/Parent Handbook,
5. The substitute teacher **must never** administer corporal punishment or place their hands on students except to protect themselves or other students.

6. When individual students *cause behavioral problems* which are disruptive to the learning environment, the substitute teacher should refer student(s) to the Principal or Assistant Principal with a discipline referral form or a note explaining the circumstances for the referral.

7. The substitute teacher **should never leave the students in the classroom unattended.** *In the event of an emergency,* get help from a teacher next door or, if provided, use the emergency call button in the classroom, or if age appropriate, send a student to the office for assistance.

8. Firm, fair treatment of all students, combined with clear and explicit explanations and directions, will prevent many minor discipline problems.

**III. RESPONSIBILITIES OF THE CAMPUS**

**A. Responsibilities of the School**

1. The administration will support the substitute teacher in maintaining a positive environment conducive to learning.

2. The substitute teacher will be provided with a schedule of the regular school programs and any special schedules causing changes, such as assemblies, pep rallies, etc.

3. The substitute teacher should be made aware of routine information such as special duties or assignments, reports, dismissal times, etc.

4. The substitute teacher shall be informed of the specific procedures for attendance accounting and discipline referrals at the respective campus.

5. The school should have a specific procedure and person assigned to greet and brief substitutes when reporting to the campus, and when leaving for the day.

**B. Responsibilities of the School Office**

When the substitute teacher arrives on campus, the Principal or his/her designee should make a special effort to welcome and orient the substitute to the school procedures and the layout of the campus.

Any necessary keys should be available at the school office.

A Substitute Teacher Information Folder with information about school routine,
and brief substitutes when reporting to the campus, and when leaving for the day.

B. Responsibilities of the School Office

When the substitute teacher arrives on campus, the Principal or his/her designee should make a special effort to welcome and orient the substitute to the school procedures and the layout of the campus.

Any necessary keys should be available at the school office.

A Substitute Teacher Information Folder with information about school routine, attendance records, schedules, special class groupings, disaster drills, and procedures unique to that particular school should be available for the substitute teacher.

See that lesson plans, grade books and supplies are located.

Discuss unusual guidance problems with the substitute teacher.

Notify the substitute teacher of special programs for the day.

Point out the lunchroom and the services available, areas where special duties are to be performed, the location of the restroom facilities, and the teachers’ lounge.

Introduce the substitute teacher to the department chairperson or team leader, or the professional who can assist the substitute with additional information.

Explain the rules of student conduct and the manner of handling special discipline cases.

IV. Responsibilities of the Classroom Teacher

1. If at all possible, the principal should be notified of the prospective absence the day preceding the absence. Notification on the morning of the day of the absence often causes a delay in obtaining a suitable teacher substitute. If it is not possible to notify the Principal the previous day, the request to be absent should be made between 5:30 – 6:30 a.m.

2. It is the duty of the absent teacher to notify the school office before class dismissal time on the day before the anticipated return, so that the substitute may be released.

3. Monitors and class helpers should know what assistance they can give to a substitute teacher. A list of pupils whom the substitute teacher can depend upon for reliable aid would be most helpful.

4. Teachers recognize that substitute teachers are an important factor in the education program. From the beginning of the school year, the regular teacher should do
7. The regular classroom teacher should recognize that a substitute teacher is not always a certified professional in most assignments. Teacher substitutes may have a limited knowledge of the students and campus, are not aware of the process and procedures of the regular classroom teacher’s instructional strategies, and may not have specialized training in meeting the educational needs of the students. Therefore, the regular teacher should not have unreasonable expectation of a substitute teacher and should allow that accommodations may be necessary in their absence.

8. The regular teacher will make the following instructions accessible to the substitute teacher.

A. Lesson plans made out in sufficient detail for implementation
B. Class Rolls of students in each class
C. Pupil’s Names and Seating Charts if used
D. Weekly and daily time schedule, including special duties For Example: Lunch duty, bus duty, etc.
E. Fire drill and emergency/disaster procedures
F. Important or unusual information about any student(s)
G. The location of textbooks, workbooks and manuals (resources)

V. SUBSTITUTE TEACHERS’ OPERATIONAL GUIDELINES (Helpful Hints)

A. Daily Schedule / Routine

Report to the campus office promptly, sign in and get special instructions when appropriate. Given sufficient notice, the substitute teacher should report at the same time the regular classroom teacher reports for duty.

Remain on duty for the entire time scheduled and continue with the same schedule as the regular teacher. Ask for information about special duties, especially if time is available at the end of the day.

Check the classroom teacher’s mail box and the faculty bulletin board for updates.

Be certain to introduce yourself to the classroom teachers next door and across the hall.

Review the information left by the teacher for whom you are substituting. This will include instructional plans, procedures, and other important information or materials.

End of Day Procedures

Leave notes for the regular teacher of your day’s activities before leaving campus if needed.
Check the classroom teacher’s mailbox and the faculty bulletin board for updates.

Be certain to introduce yourself to the classroom teachers next door and across the hall.

Review the information left by the teacher for whom you are substituting. This will include instructional plans, procedures, and other important information or materials.

**End of Day Procedures**

Leave notes for the regular teacher of your day’s activities before leaving campus if needed.

Put materials and equipment back in their proper place.

Inform the campus office that you are leaving for the day. Problems, if any, concerning your time in the building should be reported at this time.

**Lesson Plans**

The lesson plans should be studied carefully, and any questions concerning them should be referred to the team leader, department chairperson or administration. Follow lesson plans as closely as possible and inform the Principal of any problems.

**B. Grading**

Grade written work, unless otherwise requested by the regular classroom teacher, leave it for the regular teacher to examine.

**Discipline**

Maintain a classroom environment that is conducive to successful learning. Conduct the class in a positive and organized manner to prevent discipline problems. Physical bearing and tone of voice affect the reaction of a class to the teacher; therefore, a positive attitude is a key to winning the respect of the students. The points below offer some sound and proven advice.

Become familiar with the lessons, times, and methods, or strategies that you will need for implementation in that assignment.

Start the day by taking time to carefully review with the students the regular classroom rules. Follow the set rules for an effective transition.

Observe carefully pre-scheduled routines (homeroom, breaks, and lunches, etc.) Be firm and avoid threats. Be consistent and fair.

Speak loudly enough to be heard, but softly enough to command attention. Let
them know that it is business as usual.

Scan the room frequently. Monitor activities by moving around the room and give students meaningful work.

Offer helpful constructive advice.

Use positive verbal praise for desired classroom behavior.

Reprimands are best given in private when possible.

If an individual student causes a behavior problem that is disruptive and cannot be handled, send the student to the office with a referral explaining the circumstances. If necessary, the substitute teacher should request an administrator to come to the classroom. The substitute teacher **should never leave the classroom unattended**.

**DO NOT ADMINISTER CORPORAL PUNISHMENT. REFRAIN FROM PHYSICAL CONTACT WITH STUDENTS.**

**Attendance Accounting**

Verify campus routine procedure for taking attendance, as the procedure varies from school to school. **Do not allow** students to check roll.

**C. Student Illness/Accident**

Send the student to the nurse’s office in cases of illness or minor accidents. For serious accident or injury, send a student for the school nurse or an administrator.

**Fire and Emergency Drills**

Know specific emergency drill procedures (fire, bad weather, emergency).

**Extra Duties**

Fulfill all extra duties that have been assigned to the regular classroom teacher. These duties may include bus duty, hall duty, or other special duties assigned by the Principal. These should be listed in the regular teacher’s sub-packet.

**Classroom Management**

Positive, proactive classroom management is essential for attaining optimum teaching and learning effect. Expectations for teacher management and organization in SWISD are high. The following hints for effective teaching are based on indicators taken from teacher evaluation criteria used by the district. These indicators are based on successful practice and pedagogy.

Secure students’ attention. Your actions are extremely important. Be pleasant and consistent. Act with confidence.
Use procedures and established routines, following the teacher’s lesson plans. Begin tasks immediately at the start of the day/class, and keep students meaningfully occupied at all times.

Make certain administrative directions are clearly stated and understood.

Phrase questions so only one student answers at a time. For example: “Raise your hand if you know where the reading books are located” or “Mary, where is your assignment?”

Maintain appropriate seating/grouping by following the teacher’s seating chart or instructions.

Locate materials, aids, facilities, etc. in advance, so that there are no delays when they are needed.

Begin instruction promptly, and use all allotted time in instructional endeavors.

Follow the teacher’s instructions.

Sequence activities to keep students’ attention focused on learning.

Change from one task to another when you observe there is a need to do so.

Keep students busily engaged in meaningful learning activities.

As mentioned already under discipline, examine the room for posted rules and established procedures, reviewing them with the class. Specify your expectations for class behavior when necessary.

Prevent off-task behavior by being up and around the room observing students’ work.

Redirect student’s behavior when disruptive. This is best done in private when possible. Be certain to immediately deal with individual students.

Listen to students and have facts before acting.

Apply rules consistently and fairly. Be firm and pleasant. Avoid ultimatums.

Reinforce desired behavior when appropriate. For example: “You are working cooperatively” or “Thanks for listening carefully”.

**D. Elementary and Secondary School Practices**

The following practices are expected of the substitute in the elementary and secondary schools.
All Southwest ISD sites “are smoke free environments.” No smoking is permitted at any location of the district buildings.

Dress appropriately, considering modesty, cleanliness, and neatness.

Be punctual in every capacity (arriving to and from lunch and conference periods, checking roll, etc.)

Stand at the door during every class change, observing both the hallway and the classroom.

Check the room when first entering, after every class change, and before leaving. The room should be left neat, clean, and orderly.

Protect and safeguard all personal items, equipment, and other school property.

The teacher’s grade book, lesson plan book, seating charts, textbook records, and attendance roll sheets are all valuable documents. Know where they are at all times and secure them.

Practice good energy conservation. Turn out lights and turn off all electrical equipment before leaving the room at any time.

Receive and dismiss students in an orderly fashion.

Maintain confidentiality regarding student information.

Ask for help when needed.

**Criminal History Background Checks**

*Policy DBAA*

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual’s fingerprints, photo, and other identification will be conducted on certain employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee’s current national criminal history and updates to the employee’s subsequent criminal history.

**Employee Arrests and Convictions**

*Policy DH*

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, 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 on school property or at a school-sponsored activity
• Crimes involving moral turpitude

Moral turpitude includes the following:
• 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
• Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance
• Felonies involving driving while intoxicated (DWI) or driving under the influence (DUI) of drugs or alcohol
• Acts constituting abuse or neglect under the SBEC rules

If an educator is arrested or criminally charged, the Superintendent is also required to report the educators’ criminal history to the Division of Investigations at TEA.

Alcohol and Drug-Abuse Prevention
Policy DH

SWISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district’s policy regarding employee drug use is available online at www.swisd.net. See DH (Local)

Tobacco Products and E-Cigarette Use
Policies DH, FNCD, GKA

State law prohibits smoking, smokeless products, electronic cigarettes, vaporizing devices or using tobacco products on all district-owned property and at school-related or school-sanctioned activities, on or off campus. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.
Possession of Firearms and Weapons
Policies DH, FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored, and not in plain view. 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.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Human Resources office if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained on the district website at www.swisd.net.

Personnel Records
Policies DBA, GBA

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee’s personal e-mail is confidential and may not be released without the employee’s permission.

Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Information that reveals whether they have family members
- Personal e-mail address

The choice to not allow public access to this information may be made at any time by submitting a written request to the office of Human Resources. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information will be released to the public until a request to withhold the information is submitted.

Bullying
Policy FFI

Bullying is defined by §TEC 37.0832. All employees are required to immediately report student complaints of bullying, including cyber bullying, to the campus principal or
desigee. The district’s policy includes definitions and procedures for reporting and investigating bullying of students and may be found at www.swisd.net. See: FFI (Local) for more information.

Removal from the Substitute Teacher System

Failure to comply with district policies, the guidelines established in the Substitute Teachers Handbook, and/or the expectations of the substitute teacher’s supervisor may result in adverse employment action against the substitute teacher including, but not limited to, termination/removal from the district Substitute Teacher System.

Other actions that may result in removal from the Substitute Teacher System are:

- Substitute teachers may be removed from service to the district at any time it is deemed necessary and appropriate. Removal from the system or deactivation may also result from not accepting jobs, declining too many jobs, not keeping up with the daily availability/unavailability, not keeping personal information current or for other reasons deemed necessary and appropriate.

- Any single incident determined by the district to be inappropriate in carrying out the substitute teachers’ responsibilities/duties.

- Poor performance as noted in a substitute teacher evaluation report submitted by a Principal/campus administrator.

- Any and all campus request for Substitute Teacher Removal, may result in discontinuation as a substitute teacher with SWISD, provided the reason is validated by the Human Resources Administrator.

- The substitute teacher may be restricted immediately from service to the district, should there be an investigation of policy violation. The substitute teacher may also be excluded from working at a particular campus, if the school Principal and the Human Resources Administrator concur with this decision.
Substitute Handbook Receipt

Name: ________________________________

I hereby acknowledge receipt of a copy of the Southwest Independent School District Substitute Handbook. I agree to read and abide by the standards, policies, and procedures defined or referenced in this handbook.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this book. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes. Board Policies are available online to all employees at www.swisd.net.

I understand that I have an obligation to inform Human Resources of any changes in personal information such as phone number, address, etc. I also accept responsibility for contacting Human Resources if I have questions, concerns, suggestions or need further explanation.

_____________________________________  __________________________________
Signature                              Date
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Southwest Independent School District
2019-2020 School Calendar
11914 Dragon Lane, San Antonio, Texas 78252

Board Approved 02/19/19
(REVISED 05/07/19)

New Teacher Inservice:
Aug. 12-15

Student Holiday / Staff Development Day:
Aug. 19-22, Oct. 14, Jan. 6, Feb. 17

Staff Development & Convocation:
Aug. 21

Student / Staff Holiday:
July 4; Sept. 2; Nov. 27-29; Dec. 23-Jan 3;
Jan. 20, Mar. 9-13, Apr. 10, 13, 24, May 25

Student Holiday / Staff Workday:
Aug. 16, 23; June 5

1 Hour Early Release:
Nov. 22, Dec. 20, Mar. 6, June 4

Student Holiday / Teacher Flex Days:
Nov. 20-26

Beginning of Six Weeks:
Aug. 28; Oct. 7; Nov. 18; Jan. 21; Mar. 2; Apr. 20

End of Six Weeks:
Oct. 4; Nov. 15, Jan. 17; Feb. 28; Apr. 17; June 4

Beginning of Nine Weeks:
Aug. 26; Oct. 28; Jan. 21; Mar. 30

End of Nine Weeks:
Oct. 25; Jan. 17; Mar. 27; June 4

Bad Weather Make-Up Day:
Feb. 17, June 5

Elementary Schools
8:10am - 3:40pm (450 minutes)

Middle Schools
7:30am - 3:00pm (450 minutes)

High Schools
8:35am - 4:32pm (477 minutes)

175 Student Days
187 Teacher Days
BOARD
POLICIES
Educator Ethics

Educators 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 State Board for Educator Certification (SBEC) shall provide for the adoption, amendment, and enforcement of an educator's code of ethics [see DH(EXHIBIT)]. SBEC is solely responsible for enforcing the ethics code for purposes related to certification disciplinary proceedings.

*Education Code 21.041(b)(8); 19 TAC 247.1(b), (c)*

Public Servants

All district employees are "public servants" and therefore subject to Title VIII of the Penal Code, regarding offenses against public administration, including restrictions on the acceptance of illegal gifts, honoraria and expenses, and abuse of office. *Penal Code 1.07(a)(41), Title VIII* [See DBD and BBFA]

Electronic Communication Policy

"Electronic communication" means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes e-mails, text messages, instant messages, and any communications made through a website, including a social media website or a social networking website.

A school district shall adopt a written policy concerning electronic communications between a school employee and a student enrolled in the district.

The policy adopted under this section must:

1. Include provisions designed to prevent improper electronic communications between a school employee and a student;
2. Allow a school employee to elect to not disclose to students the employee's personal telephone number or e-mail address; and
3. Include provisions instructing a school employee about the proper method for notifying appropriate local administrators about an incident in which a student engages in improper communications with the school employee.

*Education Code 38.027*

Ineligible for Retirement Annuity

A person is not eligible to receive a service retirement annuity from the Teacher Retirement System (TRS) if the person is convicted of a qualifying felony and the victim is a student.
"Qualifying felony" means an offense that is punishable as a felony under the following sections of the Penal Code:

1. Section 21.02 (continuous sexual abuse of young child or children);
2. Section 21.12 (improper relationship between educator and student); or
3. Section 22.011 (sexual assault) or Section 22.021 (aggravated sexual assault).

The term includes any federal offense that contains elements that are substantially similar to the elements of a felony offense described above.

Not later than the 30th day after the date of a person’s conviction for a qualifying felony, the school at which the person was employed shall provide written notice of the conviction to TRS. The notice must comply with rules adopted by TRS.

_Gov’t Code 824.009_

**Transportation or Storage of Firearm in School Parking Area**

A district may not prohibit a school employee who holds a license to carry a handgun under Government Code, Chapter 411, Subchapter H, from transporting or storing a handgun or other firearm or ammunition in a locked, privately owned or leased motor vehicle in a parking lot, parking garage, or other parking area provided by the district, provided that the handgun, firearm, or ammunition is not in plain view.

This does not authorize a person to possess, transport, or store a handgun, a firearm, or ammunition in violation of Education Code 37.125 or Penal Code 46.03 or 46.035, or other law. [See GKA]

_Education Code 37.0815_

**Tobacco and E-Cigarettes**

A board shall prohibit smoking or using e-cigarettes or tobacco products at a school-related or school-sanctioned activity on or off school property.

Enforcement

A board shall ensure that district personnel enforce the policies on school property.

_Education Code 38.006(b) [See also FNCD and GKA]_

**Drug and Alcohol Abuse Program**

A board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property.

_Federal Drug-Free Workplace Act_

A district that receives a direct federal grant must agree to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the district's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The district's policy of maintaining a drug-free workplace;
   c. Available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed on employees for drug abuse violations;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the required statement;

4. Notifying the employee in the required statement that as a condition of employment in the grant the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction;

5. Notifying the granting agency within 10 days after receiving notice from an employee or otherwise receiving actual notice of a conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by 41 U.S.C. section 8104; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above requirements.

41 U.S.C. 8103(a)(1)

**Dietary Supplements**

Except as provided at Education Code 38.011(b), a district employee may not:

1. Knowingly sell, market, or distribute a dietary supplement that contains performance-enhancing compounds to a primary or
secondary education student with whom the employee has contact as part of the employee’s duties; or

2. Knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance-enhancing compounds by a primary or secondary student with whom the employee has contact as part of the employee’s duties.

An employee who violates items 1 or 2, above, commits a Class C misdemeanor offense.

_Education Code 38.011_

**Low-THC Cannabis** A district may not enact, adopt, or enforce a rule, ordinance, order, resolution, or other regulation that prohibits the possession of low-THC cannabis, as authorized by Health and Safety Code Chapter 487. _Health and Safety Code 487.201_
Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(Exhibit)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of Standards of Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

**Weapons Prohibited**

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

**Exceptions**

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action. [See CKE]

2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not loaded and not in plain view; or

3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic Communication**

**Use with Students**

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee
shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

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

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use
All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication
In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information
An employee shall not be required to disclose his or her personal email address or personal phone number to a student.
Safety Requirements
Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse
An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFF]

Relationships with Students
An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

Tobacco and E-Cigarettes
An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

Alcohol and Drugs / Notice of Drug-Free Workplace
As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee 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:

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

4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

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

Exceptions

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

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;

2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or

3. 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.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;

2. Referral to employee assistance programs;

3. Termination from employment with the District; and

4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;

2. 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;

3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or

4. Crimes involving moral turpitude, which include:
• 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;
• Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
• Felony driving while intoxicated (DUI); or
• Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming  An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.
Educators' Code of Ethics

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. 19 TAC 247.1

Professional Ethical Conduct, Practices, and Performance

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

Standard 1.2. The educator shall not intentionally, knowingly, or recklessly 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 that are used 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 school 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 school district employees, school 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, abuse, or distribution of controlled substances, prescription drugs, and toxic inhalants.

Standard 1.13. The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

**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.

Standard 2.8. The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

**Ethical Conduct Toward Students**

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

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

Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

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

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

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 reasonably prudent educator standard.

Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, 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:

1. The nature, purpose, timing, and amount of the communication;
2. The subject matter of the communication;
3. Whether the communication was made openly or the educator attempted to conceal the communication;
4. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
5. Whether the communication was sexually explicit; and
6. 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.

19 TAC 247.2
The District shall take no action abridging the freedom of speech or the right of the people to petition the Board for redress of grievances. U.S. Const. Amend. I, XIV

The Board may confine its meetings to specified subject matter and may hold nonpublic sessions to transact business. But when the Board sits in public meetings to conduct public business and hear the views of citizens, it may not discriminate between speakers on the basis of the content of their speech or the message it conveys. Rosenbergey, Rector & Visitors of Univ. of Virginia, 515 U.S. 819, 828 (1995); City of Madison v. Wis. Emp. Rel. Comm’n, 429 U.S. 167, 174 (1976); Pickering v. Bd. of Educ., 391 U.S. 563, 568 (1968) [See DG]

Employees shall have the right, in a peaceable manner, to assemble together for their common good and to apply to those invested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance. Tex. Const. Art. I, Sec. 27

There is no requirement that the Board negotiate or even respond to complaints. However, the Board must stop, look, and listen and must consider the petition, address, or remonstrance. Proff Assn of College Educators v. El Paso County Cnty. [College] District, 678 S.W.2d 94 (Tex. App.—El Paso 1984, writ ref’d n.r.e.)

A district that receives federal financial assistance, directly or indirectly, and that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973. 34 C.F.R. 104.7(b), .11

A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the Code of Federal Regulations, Title 28, Part 35 (Americans with Disabilities Act regulations). 28 C.F.R. 35.107, .140

A district that receives federal financial assistance, directly or indirectly, shall adopt and publish grievance procedures providing for prompt and equitable resolution of employee complaints alleging any action prohibited by Title IX of the Education Amendments of 1972. 34 C.F.R. 106.8(b); North Haven Bd. of Educ. v. Bell, 456 U.S. 512 (1982)

The prohibition against collective bargaining and strikes [see DGA] does not impair the right of employees to present grievances concerning their wages, hours of employment, or conditions of work,
either individually or through a representative that does not claim the right to strike. Gov't Code 617.005

The term "conditions of work" should be construed broadly to include any area of wages, hours or conditions of employment, and any other matter that is appropriate for communications from employees to employer concerning an aspect of their relationship. Atty. Gen. Op. JM-177 (1984); Corpus Christi Fed. of Teachers v. Corpus Christi Indep. Sch. Dist., 572 S.W.2d 663 (Tex. 1978)

The statute protects grievances presented individually or individual grievances presented collectively. Lubbock Prof'l Firefighters v. City of Lubbock, 742 S.W.2d 413 (Tex. App.—Amarillo 1987, writ ref'd n.r.e.)

Representative

The District cannot deny an employee's representative, including an attorney, the right to represent the employee at any stage of the grievance procedure, so long as the employee designates the representative and the representative does not claim the right to strike. Lubbock Prof'l Firefighters v. City of Lubbock, 742 S.W.2d 413 (Tex. App.—Amarillo 1987, writ ref'd n.r.e.); Sayre v. Mullins, 681 S.W.2d 25 (Tex. 1984)

The District should meet with employees or their designated representatives at reasonable times and places to hear grievances concerning wages, hours of work, and conditions of work. The right to present grievances is satisfied if employees have access to those in a position of authority to air their grievances. However, that authority is under no legal compulsion to take action to rectify the matter. Atty. Gen. Op. H-422 (1974); Corpus Christi Indep. Sch. Dist. v. Padilla, 709 S.W.2d 700 (Tex. App.—Corpus Christi, 1986, no writ)

Employment Policy

The District's employment policy must provide each employee with the right to present grievances to the Board.

The policy may not restrict the ability of an employee to communicate directly with a member of the Board regarding a matter relating to the operation of the District, except that the policy may prohibit ex parte communication relating to:

1. A hearing under Education Code Chapter 21, Subchapter E (Term Contracts) or F (Hearing Examiners); and

2. Another appeal or hearing in which ex parte communication would be inappropriate pending a final decision by the Board.

Education Code 11.1513
Grievance Policy

The District's grievance policy must permit an employee to report a grievance against a supervisor to a different supervisor if the employee alleges that the supervisor:

1. Violated the law in the workplace; or
2. Unlawfully harassed the employee.

Telephone Representation

If the District's grievance policy provides for representation, the policy must permit an employee's representative to represent the employee through a telephone conference call at any formal grievance proceeding, hearing, or conference at which the employee is entitled to representation according to the policy. This provision applies to grievances under Education Code 11.171(a) and only if the District has the equipment necessary for a telephone conference call.

*Education Code 11.171(a), (c)*

Audio Recording

The District's grievance policy must permit an employee who reports a grievance to make an audio recording of any meeting or proceeding at which the substance of a grievance that complies with the policy is investigated or discussed. The implementation of an employee's authorization to make an audio recording may not result in a delay of any time line provided by the grievance policy. The District is not required to provide equipment for the employee to make the recording. *Education Code 11.171(b)*

Finality of Grades

An examination or course grade issued by a classroom teacher is final and may not be changed unless the grade is arbitrary, erroneous, or not consistent with the District's grading policy applicable to the grade, as determined by the Board.

The Board's determination is not subject to appeal.

*Education Code 28.0214*

Open Meetings Act

The Board is not required to conduct an open meeting to hear a complaint or charge against an employee. However, the Board may not conduct a closed meeting if the employee who is the subject of the hearing requests a public hearing. *Gov't Code 551.074 [See BEC]*

Closed Meeting

The Board may conduct a closed meeting on an employee complaint to the extent required or provided by law. *Gov't Code 551.082 [See BEC]*

Record of Proceedings

An appeal of the Board's decision to the Commissioner shall be decided based on a review of the record developed at the District level. "Record" includes, at a minimum, an audible electronic
recording or written transcript of all oral testimony or argument.

_Education Code 7.057(c), (f)_

It is the District’s responsibility to make and preserve the records of the proceedings before the Board. If the District fails to create and preserve the record without good cause, all substantial evidence issues that require missing portions of the record for resolution shall be deemed against the District. The record shall include:

1. A tape recording or a transcript of the hearing at the local level. If a tape recording is used:
   a. The tape recording must be complete, audible, and clear; and
   b. Each speaker must be clearly identified.
2. All evidence admitted;
3. All offers of proof;
4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the decision of the hearing examiner;
7. A tape recording or transcript of the oral argument before the Board; and
8. The decision of the Board.

_19 TAC 157.1073(d)_

**Whistleblower Complaints**

Before bringing suit, an employee who seeks relief under Government Code Chapter 554 (whistleblowers) must initiate action under the District’s grievance or appeal procedures relating to suspension or termination of employment or adverse personnel action. _Govt Code 554.006_ [See DG]
Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.

2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.

3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.

4. Complaints concerning instructional resources shall be submitted in accordance with EF.

5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.

7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.
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.

Formal Process

An employee may initiate the formal process described below by timely filing a written complaint form.

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

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

Freedom from Retaliation

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

Whistleblower Complaints

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

Complaints Against Supervisors

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

General Provisions

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.

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.
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 or before the 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" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone 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.

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.

Costs Incurred
Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms

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

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

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

Audio Recording

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

Level One

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

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

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level 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 con-
ference. 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 Level Two administrator 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 appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The 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.

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

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may request a conference with the Level Three administrator 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 Level Three administrator shall conduct the conference or appoint a three-member administrative panel to conduct the conference and recommend a response. The panel shall include senior staff members who are in a direct line relationship between the complainant and the Superintendent. If no panel is appointed, an opportunity shall be provided to such senior staff to have direct input to the Level Three administrator on the matter.

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 or administrative panel 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.

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

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

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level 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.
PEIMS

A district shall participate in the Public Education Information Management System (PEIMS) and through that system shall provide information required for the administration of the Foundation School Program and of other appropriate provisions of the Education Code. The PEIMS data standards, established by the commissioner of education, shall be used by a district to submit information. Education Code 42.006; 19 TAC 61.1025

Children’s Internet Protection Act

Under the Children’s Internet Protection Act (CIPA), a district must, as a prerequisite to receiving universal service discount rates, implement certain Internet safety measures and submit certification to the Federal Communications Commission (FCC). 47 U.S.C. 254 [See UNIVERSAL SERVICE DISCOUNTS, below, for details]

Districts that do not receive universal service discounts but do receive certain federal funds under the Elementary and Secondary Education Act (ESEA) must, as a prerequisite to receiving these funds, implement certain Internet safety measures and submit certification to the Department of Education (DOE). 20 U.S.C. 7131 [See ESEA FUNDING, below, for details]

Definitions

“Harmful to Minors”

"Harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.


“Technology Protection Measure”

“Technology protection measure” means a specific technology that blocks or filters Internet access. 47 U.S.C. 254(h)(7)(I)

Universal Service Discounts

An elementary or secondary school having computers with Internet access may not receive universal service discount rates unless a district submits to the FCC the certifications described below at CERTIFICATIONS TO THE FCC and a certification that an Internet safety policy has been adopted and implemented as described at INTERNET SAFETY POLICY below, and ensures the use of computers with Internet access in accordance with the certifications. 47 U.S.C. 254(h)(5)(A); 47 C.F.R. 54.520
Certifications to the FCC

A district that receives discounts for Internet access and internal connections services under the federal universal support mechanism for schools must make certifications in accordance with 47 C.F.R. 54.520(c) each funding year. A district that only receives discounts for telecommunications services is not subject to the certification requirements, but must indicate that it only receives discounts for telecommunications services. 47 C.F.R. 54.520(b)

With Respect to Minors

A district must submit certification that the district:

1. Is enforcing a policy of Internet safety for minors that includes monitoring their online activities and the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors;

2. Is enforcing the operation of such technology protection measure during any use of such computers by minors; and

3. Is educating minors, as part of its Internet safety policy, about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

47 U.S.C. 254(h)(5)(B)

With Respect to Adults

A district must submit certification that the district:

1. Is enforcing a policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene or child pornography; and

2. Is enforcing the operation of such technology protection measure during any use of such computers.

47 U.S.C. 254(h)(5)(C)

Disabling for Adults

An administrator, supervisor, or other person authorized by a district may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. 47 U.S.C. 254(h)(5)(D)

Internet Safety Policy

A district shall adopt and implement an Internet safety policy that addresses:

1. Access by minors to inappropriate matter on the Internet and the World Wide Web;
2. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;

3. Unauthorized access, including "hacking," and other unlawful activities by minors online;

4. Unauthorized disclosure, use, and dissemination of personal identification information regarding minors; and

5. Measures designed to restrict minors’ access to materials harmful to minors.

47 U.S.C. 254(l)

Public Hearing

A district shall provide reasonable public notice and hold at least one public hearing or meeting to address the proposed Internet safety policy. 47 U.S.C. 254(h)(5)(A)(iii), (l)(1)(B)

"Inappropriate for Minors"

A determination regarding what matter is inappropriate for minors shall be made by a board or designee. 47 U.S.C. 254(l)(2)

ESEA Funding

Federal funds made available under Title IV, Part A of the ESEA for an elementary or secondary school that does not receive universal service discount rates may not be used to purchase computers used to access the Internet, or to pay for direct costs associated with accessing the Internet unless a district:

1. Has in place a policy of Internet safety for minors that includes the operation of a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors; and enforces the operation of the technology protection measure during any use by minors of its computers with Internet access; and

2. Has in place a policy of Internet safety that includes the operation of a technology protection measure that protects against access to visual depictions that are obscene or child pornography; and enforces the operation of the technology protection measure during any use of its computers with Internet access.

A district may disable the technology protection measure to enable access for bona fide research or other lawful purposes.

Certification to DOE

A district shall certify its compliance with these requirements during each annual program application cycle under the ESEA.

20 U.S.C. 7131
Transfer of Equipment to Students

A district may transfer to a student enrolled in the district:

1. Any data processing equipment donated to the district, including equipment donated by a private donor, a state eleemosynary institution, or a state agency under Government Code 2175.905;

2. Any equipment purchased by the district; and

3. Any surplus or salvage equipment owned by the district.

_Education Code 32.102(a)_

Before transferring data processing equipment to a student, a district must:

1. Adopt rules governing transfers, including provisions for technical assistance to the student by the district;

2. Determine that the transfer serves a public purpose and benefits the district; and

3. Remove from the equipment any offensive, confidential, or proprietary information, as determined by the district.

_Education Code 32.104_

Donations

A district may accept:

1. Donations of data processing equipment for transfer to students; and

2. Gifts, grants, or donations of money or services to purchase, refurbish, or repair data processing equipment.

_Education Code 32.102(b)_

A district shall not pay a fee or other reimbursement to a state eleemosynary institution or institution or agency of higher education or other state agency for surplus or salvage data processing equipment it transfers to the district. _Government Code 2175.905(c)_

Use of Public Funds

A district may spend public funds to:

1. Purchase, refurbish, or repair any data processing equipment transferred to a student; and

2. Store, transport, or transfer data processing equipment under this policy.

_Education Code 32.105_
Eligibility

A student is eligible to receive data processing equipment under this policy only if the student does not otherwise have home access to data processing equipment, as determined by a district. A district shall give preference to educationally disadvantaged students. *Education Code 32.103*

Return of Equipment

Except as provided below, a student who receives data processing equipment from a district under this policy shall return the equipment to the district not later than the earliest of:

1. Five years after the date the student receives the equipment;
2. The date the student graduates;
3. The date the student transfers to another district; or
4. The date the student withdraws from school.

If, at the time the student is required to return the equipment, the district determines that the equipment has no marketable value, the student is not required to return the equipment. *Education Code 32.106*

Uniform Electronic Transactions Act

A district may agree with other parties to conduct transactions by electronic means. Any such agreement or transaction must be done in accordance with the Uniform Electronic Transactions Act. *Business and Commerce Code Chapter 322; 1 TAC 203*

Digital Signature

A digital signature may be used to authenticate a written electronic communication sent to a district if it complies with rules adopted by the board. Before adopting the rules, the board shall consider the rules adopted by the Department of Information Resources (DIR) and, to the extent possible and practicable, make the board’s rules consistent with DIR rules. *Gov’t Code 2054.060; 1 TAC 203*

Security Breach Notification

A district that owns or licenses computerized data that includes sensitive personal information shall disclose, in accordance with the notice provisions at Business and Commerce Code 521.053(e), any breach of system security, after discovering or receiving notification of the breach, to any individual whose sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made as quickly as possible, except as provided at CRIMINAL INVESTIGATION EXCEPTION below, or as necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

To Individuals

To the Owner or License Holder

A district that maintains computerized data that includes sensitive personal information not owned by the district shall notify the owner or license holder of the information, in accordance with Business and Commerce Code 521.053(e), of any breach of system...
security immediately after discovering the breach, if the sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

To a Consumer Reporting Agency

If a district is required to notify at one time more than 10,000 persons of a breach of system security, the district shall also notify each consumer reporting agency, as defined by 15 U.S.C. 1681a, that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices. The district shall provide the notice without unreasonable delay.

Criminal Investigation Exception

A district may delay providing the required notice to state residents or the owner or license holder at the request of a law enforcement agency that determines that the notification will impede a criminal investigation. The notification shall be made as soon as the law enforcement agency determines that the notification will not compromise the investigation.

Information Security Policy

A district that maintains its own notification procedures as part of an information security policy for the treatment of sensitive personal information that complies with the timing requirements for notice described above complies with Business and Commerce Code 521.053 if the district notifies affected persons in accordance with that policy.

*Business and Commerce Code 521.053; Local Gov't Code 205.010*

Definitions

"Breach of System Security"

"Breach of system security" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the person for the purposes of the person is not a breach of system security unless the person uses or discloses the sensitive personal information in an unauthorized manner. *Business and Commerce Code 521.053(a)*

"Sensitive Personal Information"

"Sensitive personal information" means:

1. An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:
   a. Social security number;
   b. Driver's license number or government-issued identification number; or
c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or

2. Information that identifies an individual and relates to:
   a. The physical or mental health or condition of the individual;
   b. The provision of health care to the individual; or
   c. Payment for the provision of health care to the individual.

“Sensitive personal information” does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

*Business and Commerce Code 521.002(a)(2), (b)*

**Access to Electronic Communications**

Electronic Communication Privacy Act

Except as otherwise provided in the Electronic Communication Privacy Act, 18 U.S.C. 2510–22, a person commits an offense if the person:

1. Intentionally intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to intercept any wire, oral, or electronic communication;

2. Intentionally uses, endeavors to use, or procures any other person to use or endeavor to use any electronic, mechanical, or other device to intercept any oral communication when:
   a. Such device is affixed to, or otherwise transmits a signal through, a wire, cable, or other like connection used in wire communication; or
   b. Such device transmits communications by radio, or interferes with the transmission of such communication; or
   c. Such person knows, or has reason to know, that such device or any component thereof has been sent through the mail or transported in interstate or foreign commerce; or
   d. Such use or endeavor to use takes place on the premises of any business or other commercial establishment the operations of which affect interstate or foreign commerce; or obtains or is for the purpose of obtaining information relating to the operations of any business or other commercial establishment the operations of which affect interstate or foreign commerce; or
e. Such person acts in the District of Columbia, the Commonwealth of Puerto Rico, or any territory or possession of the United States;

3. Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the prohibited interception of a wire, oral, or electronic communication;

4. Intentionally uses, or endeavors to use, the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the prohibited interception of a wire, oral, or electronic communication; or

5. Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, intercepted by means authorized by 18 U.S.C. 2511(2)(a)(ii), 2511(2)(b)–(c), 2511(2)(e), 2516, and 2518; knowing or having reason to know that the information was obtained through the interception of such a communication in connection with a criminal investigation; having obtained or received the information in connection with a criminal investigation; and with intent to improperly obstruct, impede, or interfere with a duly authorized criminal investigation.

It shall not be unlawful for a person not acting under color of law to intercept a wire, oral, or electronic communication where such person is a party to the communication or where one of the parties to the communication has given prior consent to such interception unless such communication is intercepted for the purpose of committing any criminal or tortious act in violation of the Constitution or laws of the United States or of any state.

18 U.S.C. 2511(1), (2)(d)

Stored Wire and Electronic Communications and Transactional Records Access Act

A district must comply with the Stored Wire and Electronic Communications and Transactional Records Access Act, 18 U.S.C. 2701–12.

Whoever intentionally accesses without authorization a facility through which an electronic communication service is provided or intentionally exceeds an authorization to access that facility and thereby obtains, alters, or prevents authorized access to a wire or electronic communication while it is in electronic storage in such system commits an offense. 18 U.S.C. 2701(a)

Exceptions

This section does not apply with respect to conduct authorized:
1. By the person or entity providing a wire or electronic communications service;

2. By a user of that service with respect to a communication of or intended for that user; or


18 U.S.C. 2701(c)

Definitions

"Electronic communication" means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic or photooptical system that affects interstate or foreign commerce. 18 U.S.C. 2510(12), 2711(1)

"Electronic Storage" means:

1. Any temporary, intermediate storage of a wire or electronic communication incidental to the electronic transmission thereof; and

2. Any storage of such communication by an electronic communication service for purposes of backup protection of such communication.

18 U.S.C. 2510(17), 2711(1)

The term encompasses only the information that has been stored by an electronic communication service provider. Information that an individual stores to the individual’s hard drive or cell phone is not in electronic storage under the statute. Garcia v. City of Laredo, 702 F.3d 788 (5th Cir. 2012)

"Electronic communications system" means any wire, radio, electromagnetic, photooptical or photoelectronic facilities for the transmission of wire or electronic communications, and any computer facilities or related electronic equipment for the electronic storage of such communications. 18 U.S.C. 2510(14), 2711(1)

"Electronic communication service" means any service which provides to users thereof the ability to send or receive wire or electronic communications. 18 U.S.C. 2510(15), 2711(1)

"Facility" includes servers operated by electronic communication service providers for the purpose of storing and maintaining electronic storage. The term does not include technology, such as cell phones and computers, that enables the use of an electronic communication service. Garcia v. City of Laredo, 702 F.3d 788 (5th Cir. 2012)
“Person” means any employee, or agent of the United States or any state or political subdivision thereof, and any individual, partnership, association, joint stock company, trust, or corporation. 18 U.S.C. 2510(6), 2711(1)

Cybersecurity Information Sharing Act

A district may, for a cybersecurity purpose and consistent with the protection of classified information, share with, or receive from, any other non-federal entity or the federal government a cyber threat indicator or defensive measure. A district receiving a cyber threat indicator or defensive measure from another entity shall comply with otherwise lawful restrictions placed on the sharing or use of such cyber threat indicator or defensive measure by the sharing entity. 6 U.S.C. 1503(c)

Protection and Use of Information Security

A district monitoring an information system, operating a defensive measure, or providing or receiving a cyber threat indicator or defensive measure under 6 U.S.C. 1503 shall implement and utilize a security control to protect against unauthorized access to or acquisition of such indicator or measure. 6 U.S.C. 1503(d)(1)

Removal of Personal Information

A district sharing a cyber threat indicator pursuant to these provisions shall, prior to sharing:

1. Review such indicator to assess whether it contains any information not directly related to a cybersecurity threat that the district knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual and remove such information; or

2. Implement and utilize a technical capability configured to remove any information not directly related to a cybersecurity threat that the district knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual.

6 U.S.C. 1503(d)(2)

Use of Information

A cyber threat indicator or defensive measure shared or received may, for cybersecurity purposes:

1. Be used by a district to monitor or operate a defensive measure that is applied to an information system of the district, or an information system of another non-federal entity or a federal entity upon written consent of that other entity; and

2. Be otherwise used, retained, and further shared by a district subject to an otherwise lawful restriction placed by the sharing entity on such indicator or measure, or an otherwise applicable provision of law.

6 U.S.C. 1503(d)(3)
Exception

A cyber threat indicator or defensive measure shared with a state, tribal, or local government under Title 6, United States Code, may not be used by any such government to regulate, including an enforcement action, the lawful activity of any non-federal entity or any activity taken by a non-federal entity pursuant to mandatory standards, including an activity relating to monitoring, operating a defensive measure, or sharing of a cyber threat indicator. A cyber threat indicator or defensive measure shared as described in this provision may, consistent with a state, tribal, or local government regulatory authority specifically relating to the prevention or mitigation of cybersecurity threats to information systems, inform the development or implementation of a regulation relating to such information systems. 6 U.S.C. 1503(d)(4)(C)

Law Enforcement Use

A district that receives a cyber threat indicator or defensive measure under Title 6, United States Code, may use such indicator or measure for the purposes described in 6 U.S.C. 1504(d)(5)(A). 6 U.S.C. 1503(d)(4)(B) [See CKE]

Exemption from Public Disclosure

A cyber threat indicator or defensive measure shared by or with a state, tribal, or local government under 6 U.S.C. 1503 shall be deemed voluntarily shared information and exempt from disclosure under any state or local freedom of information law, open government law, open meetings law, open records law, sunshine law, or similar law requiring disclosure of information or records. 6 U.S.C. 1503(d)(4)(B)

A cyber threat indicator or defensive measure shared with the federal government under Title 6, United States Code, shall be:

1. Deemed voluntarily shared information and exempt from disclosure under federal public information law and any state or local provision of law requiring disclosure of information or records; and
2. Withheld, without discretion, from the public under federal public information law and any state or local provision of law requiring disclosure of information or records.

6 U.S.C. 1504(d)(3) [See GBA]

No Duty

Nothing in these provisions creates a duty to share a cyber threat indicator or defensive measure or to warn or act on receipt of a cyber threat indicator or defensive measure; or undermines or limits the availability of otherwise applicable common law or statutory defenses. 6 U.S.C. 1505(c)

Definitions

"Non-Federal Entity" means any private entity, non-federal government agency or department, or state, tribal, or local government
(including a political subdivision, department, or component thereof). 6 U.S.C. 1501(14)

"Cybersecurity Purpose"  "Cybersecurity purpose" means the purpose of protecting an information system or information that is stored on, processed by, or transiting an information system from a cybersecurity threat or security vulnerability. The term does not include any action that solely involves a violation of a consumer term of service or a consumer licensing agreement. 6 U.S.C. 1501(4)

"Cybersecurity Threat"  "Cybersecurity threat" means an action, not protected by the First Amendment to the United States Constitution, on or through an information system that may result in an unauthorized effort to adversely impact the security, availability, confidentiality, or integrity of an information system or information that it stored on, processed by, or transiting an information system. 6 U.S.C. 1501(5)

"Cyber Threat Indicator"  "Cyber threat indicator" means information that is necessary to describe or identify:

1. Malicious reconnaissance, as defined in 6 U.S.C. 1501(12), including anomalous patterns of communications that appear to be transmitted for the purpose of gathering technical information related to a cybersecurity threat or security vulnerability;

2. A method of defeating a security control or exploitation of a security vulnerability;

3. A security vulnerability, including anomalous activity that appears to indicate the existence of a security vulnerability;

4. A method of causing a user with legitimate access to an information system or information that is stored on, processed by, or transiting an information system to unwittingly enable the defeat of a security control or exploitation of a security vulnerability;

5. Malicious cyber command and control, as defined in 6 U.S.C. 1501(11);

6. The actual or potential harm caused by an incident, including a description of the information exfiltrated as a result of a particular cybersecurity threat;

7. Any other attribute of a cybersecurity threat, if disclosure of such attribute is not otherwise prohibited by law, or

8. Any combination thereof.

6 U.S.C. 1501(6)
"Defensive Measure"  
"Defensive measure" means an action, device, procedure, signature, technique, or other measure applied to an information system or information that is stored on, processed by, or transiting an information system that detects, prevents, or mitigates a known or suspected cybersecurity threat or security vulnerability. The term does not include a measure that destroys, renders unusable, provides unauthorized access to, or substantially harms an information system or information stored on, processed by, or transiting such information system not owned by the private entity operating the measure or another entity that is authorized to provide consent and has provided consent to that private entity for operation of such measure. 6 U.S.C. 1501(7)

"Information System"  
"Information system" has the meaning given the term in 44 U.S.C. 3502 and includes industrial control systems, such as supervisory control and data acquisition systems, distributed control systems, and programmable logic controllers. 6 U.S.C. 1501(9)

"Security Control"  
"Security control" means the management, operational, and technical controls used to protect against an unauthorized effort to adversely affect the confidentiality, integrity, and availability of an information system or its information. 6 U.S.C. 1501(16)

"Security Vulnerability"  
"Security vulnerability" means any attribute of hardware, software, process, or procedure that could enable or facilitate the defeat of a security control. 6 U.S.C. 1501(17)
Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

For purposes of this policy, "technology resources" means electronic communication systems and electronic equipment.

Availability of Access
Access to the District’s technology resources, including the internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited Personal Use
Limited personal use of the District’s technology resources shall be permitted if the use:

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

Use by Members of the Public
Access to the District’s technology resources, including the internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

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

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

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

Internet Safety
The Superintendent or designee shall develop and implement an internet safety plan to:

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CQ(LOCAL)-A
1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;

2. Ensure student safety and security when using electronic communications;

3. Prevent unauthorized access, including hacking and other unlawful activities;

4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and

5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

Filtering

Each District computer with internet access and the District’s network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children’s Internet Protection Act and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

Monitored Use

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

Disclaimer of Liability

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District’s technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

Record Retention

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

Electronically Signed Documents

At the District’s discretion, the District may make certain transactions available online, including student admissions documents,
student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

Security Breach Notification

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the District’s website.
4. Publication through broadcast media.
HR

DOCUMENTS
STATEMENT OF CONFIDENTIALITY

I, acknowledge that as an employee, consultant, volunteer, or student intern, all information gathered verbally or in writing concerning the Southwest Independent School District students and their families is to be handled with the utmost Confidentiality and such information will remain the property of the Southwest Independent School District. This information is gathered solely to provide the students and their families with any academic assistance and social skills they may need. At no time is a student or family to be discussed with anyone other than the student’s teacher, counselor or principal.

***Substitute Copy***

Substitute Responsibilities

INFORMATION CHANGES
Substitutes will be responsible for reporting any address/phone changes to the Human Resources Department.

RENEWAL OF SERVICE
In May, each year the Human Resources Department will mail all current, active substitutes a “Letter of Reasonable Assurance” for the next school year. You MUST complete this form and return to the Human Resources office by the date indicated. FAILURE TO RETURN THIS FORM WILL AUTOMATICALLY BE VIEWED AS A RESIGNATION AND WILL REMOVE YOUR NAME FROM THE ACTIVE SUBSTITUTE LIST. If your name is removed from the substitute list, you may be required to go through the entire application process.

RESIGNATION PROCEDURE
Substitutes must notify the Human Resources Department of their intent to resign from the active SWISD substitute roster and removal from the Frontline ERP system.
JOB DESCRIPTION

LOCATION: DISTRICT WIDE

POSITION: Substitute Teacher

JOB QUALIFICATIONS: EDUCATION/TRAINING:
- Must be 18 years of age or older
- High School Diploma, G.E.D. or higher education.

SPECIAL KNOWLEDGE/SKILLS:
- Ability to communicate both verbally and in writing.
- Good discipline skills.
- Familiar with the core academic areas.

REQUIRED EXPERIENCE:
- Experience working with children

JOB DESCRIPTION:
- Substitute in absence of the regular classroom teacher.
- Responsible for students assigned, and lessons for the day.

DUTIES AND RESPONSIBILITIES:
- Present the daily lesson plan to the students in the absence of the regular teacher.
- Assist students with their class work, maintain discipline, and provide a well-smoothly functioning classroom.

OTHER INFORMATION: Mental & Physical Demands/Environmental Factors:
Ability to communicate effectively, both verbal and written, ability to read selected instructional material instructions; ability to maintain emotional control under stress. Patience and tolerance, use of computer, repetitive hand motions, kneeling, standing, walking, bending, sitting and ability to lift 40+ lbs.
SWISD Substitute Verification of Understanding of Policies and Procedures

The following information was reviewed with me and handouts were provided. I understand that any violations of these policies are grounds for disciplinary action up to and including termination.

1. **Employee Standards of Conduct:** Educator Ethics policies (DH Legal, Local and Exhibit), Employee complaints/grievances (DGBA Legal and Local) policies were given to me in the Substitute Handbook.

2. **Computer Access:** All district employees must conduct their use of the internet/Network resources consistent with SWISD policies. I received a copy of the Technology Resources (CQ Legal and Local) in the substitute handbook.

3. **Statement of Confidentiality:** I understand that all information gathered verbally or in writing concerning SWISD students and their families is to be handled with the utmost Confidentiality. I received a copy of the “Statement of Confidentiality” in the substitute handbook.

4. **Removal from the Substitute Teacher System:** Professional conduct is expected at all times. Reports of misconduct or performance concerns will be evaluated by the Human Resources Department. Refer to the Substitute Handbook.

5. **At Will Employment:** Nothing contained herein constitutes an employment contract. Your continued employment is on an at-will basis. Employers may terminate employees at any time for any reason or for no reason, except for legally impermissible reasons. At-will employees can resign at any time for any reason. Substitute Employment makes you ineligible for unemployment compensation benefits drawn on school district wages.

6. **Dress Code:** Professional attire is required (may vary depending on assignment).

7. **Notice of eligibility to participate in 403(b) Plan:** Information provided in the substitute handbook.

8. **Job Description:** I have received a copy of the job description for Substitute Teacher.

9. **Payroll:** Payroll schedule and payroll information including rate of pay for substitute teachers and assistants is provided in the Substitute Handbook.

10. **Substitute Responsibilities:** Information changes, Renewal of Service and Resignation procedure. I received instructions in the Substitute Handbook.

11. **Frontline ERP:** Welcome Letter

I understand the above information. Substitute Handbook is available online at the district website www.swisd.net.

***Substitute Copy***
Universal Availability Notice

First Financial Group of America

Act Now to Maximize Your 403(b) Contributions

In compliance with the requirements of IRC §403(b)(12)(A)(ii) this Notice will advise you of the voluntary 403(b) Program established and maintained for the benefit of all employees.

Now is the time to act if you wish to maximize your pre-tax contributions to the 403(b) Plans or make changes for this calendar (taxable) year. Go to www.ffga.com to view your employers' retirement plan options and availability.

Eligibility - All employees who are employed by the Employer, including full and part-time employees.

Contributions - When you enroll in the program, the amounts you designate as salary deferrals are withheld from your wages and forwarded to an investment provider of your choice. Several types of contributions may be available in your plan:

Pre-Tax Salary Deferrals: These are amounts contributed into a 403(b) Plan that are deferred from your paycheck before federal income taxes are applied.

Roth Salary Deferrals: (If your plan allows) These amounts are also deferred from your paycheck, but are subject to federal income taxes. When you withdraw monies from a Roth plan the funds may be excluded from taxation. Special rules apply to Roth contributions and you should contact your tax advisor before electing this option.

For 2019, you may defer from your wages, a maximum of $19,000 to all 403(b) plans unless you will reach 50 years of age during the year. In that case, you would be eligible to contribute an additional $6,000. Deferrals may not exceed 100% of your wages.

Rollovers: (If your plan allows) You may also rollover funds from another employer's plan if you receive an eligible rollover distribution.

Plan Investment Options - Your contributions to the 403(b) Plan must be made to an investment provider approved by your Employer. Before enrolling in the plan, you must first establish an account with one of the Providers listed. Once you have executed an investment contract and established an account, you can begin making contributions.

Assistance - You may enroll in the plan or receive assistance with these provisions by contacting the plan's Third Party Administrator, First Financial Administrator, Inc. or a representative for one of the plan's Investment Companies listed on www.ffga.com.

Additional information about the provisions and options in your plan are available by contacting First Financial Administrators at (800) 523-8422 or from the plan's web site, www.ffga.com.
Universal Availability Notice
First Financial Group of America

403(b) Retirement Plan
The tax structure of a 403(b) is similar to 401k. As you make contributions through your salary, on a pre-tax basis, they attract interest. It is when you start receiving monthly payments from the plan on maturity that you are required to pay taxes, just like any other ordinary income. This is why 403(b) is also known as Tax Sheltered Annuity (TSA). This plan is popular among non-profit organizations, and employers opt for it, as it is exempt from Employer Retirement Income Security Act which allows the employer to offer this plan to all employees.

Questions? Contact First Financial at (800) 523-8422 or visit us at www.ffga.com.
BENEFITS: MEDICAL PLANS OFFERED TO SUBSTITUTES

A substitute who regularly works 10 or more hours per week may be eligible for coverage under a TRS-ActiveCare medical plan. The district does not contribute to the premium cost for substitutes, so you would be responsible for the full premium amount. Only medical plans are available to substitutes – not dental, vision, or other types of plans.

When can I enroll?

- Within 31 days of becoming eligible (regularly work 10 or more hours per week); OR
- Within 31 days of a qualifying change in status (for example, an involuntary loss of other coverage); OR
- During the annual open enrollment period in August (prior to the September 1 start of the new plan year).

Because of the deadlines for each of these situations, it is extremely important that you contact the benefits department immediately if you qualify to enroll.

What do I need to do?

- Determine if you work 10 or more regularly scheduled hours each week, receive a paycheck every pay period (twice a month) during the school year, and your paychecks are sufficient to cover all premiums through payroll deductions.
- Complete the TRS-ActiveCare Enrollment Application/Change Form attached and submit it to the Benefits Department at the Administrative Annex Bldg. #300. The form must be received by August 19, 2019 for open enrollment or within 31 days from date of hire if a new employee.
- The Benefits Department will confirm your eligibility and enroll you for medical insurance with an effective date of September 1, 2019 for open enrollment or on the 1st of the following month for new hires.

**NOTE: Substitute's paychecks must be sufficient to cover their premiums in full.**

If I enroll, when would coverage terminate?

- On the last day of the month in which you stop working 10 or more hours per week.

<table>
<thead>
<tr>
<th>Employee Contribution</th>
<th>ActiveCare 1-HD</th>
<th>ActiveCare Select Plan</th>
<th>ActiveCare 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$378.00</td>
<td>$556.00</td>
<td>N/A</td>
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<tr>
<td>Employee &amp; Spouse</td>
<td>$1,066.00</td>
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<tr>
<td>Employee &amp; Child(ren)</td>
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<tr>
<td>Employee &amp; Family</td>
<td>$1,415.00</td>
<td>$1,718.00</td>
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</tbody>
</table>

If you have any questions regarding the medical plans or you would like to enroll in coverage, please contact the Benefits Department at 210-622-4330.
Dear Substitute,

We have the pleasure of notifying you that Southwest I.S.D. is using an automated service that greatly simplifies and streamlines the process of finding and managing substitute jobs in this district. This service, called Frontline ERP. The Frontline system is available 24 hours a day, 7 days a week.

1. You can search for and accept available jobs, change personal settings, update your calendar, and personalize your available call times by visiting Frontline ERP on the internet at https://southwestisd.teams.hosting/employee/substitute/selfserve.do.

2. Frontline will also make phone calls to substitutes to offer jobs. The administrative office has selected the following hours as standard call times when the Frontline ERP service may call for substitutes: 5:30 a.m.-10:30 a.m. in the morning and 4:00 p.m.-9:00 p.m. in the evening.

**Important Notes:**

*Once, you have met with Human Resources to complete your paperwork, your information will be uploaded into the Frontline ERP system.

* In order to access the Frontline ERP system, you will need to enter your ID and PIN numbers as follows:

   **ID Number:** Last 4 of SSN#
   **PIN Number:** 6 digits TEAMS #

* If you accept a job, Frontline will issue a confirmation number. Please remember that your transaction is not complete until Frontline supplies you with a confirmation number.

We are confident that you will find the Frontline ERP experience beneficial and enjoyable. Should you have questions or concerns regarding the system in any way, please contact Abigail Ortega at 210-622-4330 or email her at aortega@swisd.net.

Thank you,

Jo Ann Fey, Ed. D.
Assistant Superintendent of Administration & Human Resources
Phone# 210-622-4330