



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

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BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LOCAL)

**Public Information
Coordinator**

After Election or
Appointment

The Superintendent shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

After a Violation

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.

**Reporting
Continuing
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(LOCAL)

In addition to disclosures required by law, a Board member shall disclose to the Board any personal financial interest, business interest, or obligation or relationship that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use the member's position to seek personal advantage. [See also BBF(LOCAL)]

**Annual Financial
Management Report**

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

**Emergency
Operations Plan**

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

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

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

**Notice Regarding
Violent Activity**

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

**District Police
Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory
Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of District police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority and
Duties

~~Police officers employed by the~~ Each District police officer shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, each District police officers shall ~~have the authority to:~~

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Assist in providing traffic control on contiguous streets at athletic events, school closings or openings, or at any other time deemed necessary by the District chief of police to ensure the safety and welfare of students, employees, and District patrons.
4. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
5. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
6. Enforce District policies, rules, and regulations on District property, on District school buses, in school zones, at bus stops, or at District functions.
7. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.

8. Carry weapons as directed by the chief of police and approved by the Superintendent.
9. Carry out all other duties as directed by the chief of police or Superintendent.

A District police ~~officers~~officer shall not be assigned routine classroom discipline or administrative tasks. ~~Police officers~~

Limitations on
Nonschool
Employment
Off-Duty Law
Enforcement
Activities

No officer commissioned under this policy shall ~~be assigned to the District and not to any single campus.~~

~~Peace officers employed by the District are permitted to secure other~~provide law enforcement ~~employment in addition to their duties with the District, subject to District policy and/or~~ security services for an outside employer without prior written approval ~~of~~from the chief of police ~~and~~. Approved outside employment may continue as long as ~~this other employment~~it does not interfere with the performance of ~~their duties with the District~~duties for the District. Each District police officer shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while working off-duty or temporarily assigned to another agency.

Relationship with
Outside Agencies

The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into ~~a memorandum~~memoranda of understanding and other appropriate interlocal agreements that ~~outlines~~outline reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the ~~memorandum~~memoranda of understanding and other agreements at least once every year. ~~The memorandum of understanding~~All such agreements shall be approved by the Board.

Interlocal
Agreement for
Mutual Aid

While operating pursuant to an interlocal agreement for mutual aid or other support for another law enforcement agency, each District police officer shall perform the duties and have the authorities set out in the agreement, including enforcing all laws within the other agency's jurisdiction.

Video Monitoring

If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.

Access to
Recordings

Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

SECURITY PERSONNEL
COMMISSIONED PEACE OFFICERS

CKEA
(LOCAL)

Body-Worn Cameras	<p>A District officers police officer shall use a body-worn cameras camera only when performing official law enforcement duties for the District and in accordance with the provisions of the District police department's body-worn camera program. Officers Each District police officer shall receive training on the program, including proper use and operation of cameras. Any District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.</p>
Training	<p>All Each District officers police officer shall receive at least the minimum amount of education and training required by law.</p>
Department Regulations Manual	<p>To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.</p>
<i>Racial Profiling</i>	<p>The chief of police shall develop and implement regulations to ensure compliance with state law laws regarding racial profiling. Police officers employed by the A District police officer shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.</p>
<i>Use of Force</i>	<p>The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.</p>
<i>High-Speed Pursuit</i>	<p>Officers A District police officer shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.</p>
Special Duty Assignments	<p>In that A District peace officers are knowledgeable and experienced in District policies, regulations, and facilities, police officer shall be given priority consideration for the employment of personnel for special duty assignments such as traffic and crowd control shall be given to District peace officers based on their knowledge and experience with District policy, regulations, and facilities.</p> <p>The chief of police shall promulgate a fair and impartial method of assigning those District peace police officers available for special duty assignments.</p> <p>District peace police officers shall not be assigned to special duty outside the jurisdictional boundaries of the District, unless otherwise specifically authorized by the Board.</p>

SECURITY PERSONNEL
COMMISSIONED PEACE OFFICERS

CKEA
(LOCAL)

	<p>The chief of police, upon Upon approval of the Superintendent, the chief of police is empowered authorized to employ additional certified Texas peace police officers as needed for District-sponsored events when sufficient District peace police officers are not available, or for such events outside the jurisdictional boundaries of the District.</p>
Term of Duty	<p>Peace Police officers shall serve on an at-will basis. Peace officers and shall be asked to make a nonbinding representation to serve the District for at least two years.</p>
Complaints	<p>Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint.</p> <p>Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.</p> <p>[See CKE(LEGAL) and CKEA(LEGAL)]</p>

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

**Non-Chapter 21
Contracts**

~~The District shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions: comptroller; chief financial officer; chief of operations; budget coordinator; human resources coordinator; employee benefits and support services coordinator; position control coordinator; human resources information systems coordinator; director of purchasing; director of technology; database manager; network administrator; migrant services coordinator; Title I coordinator; occupational therapist; licensed specialist in school psychology (LSSP); licensed physical therapist assistant; speech language pathologist; assistant speech language pathologist; construction manager; custodial coordinator; multimedia production coordinator; operations coordinator; career and technical education director; career and technical education coordinator; student services coordinator; transportation coordinator; director of transportation; district chief of police; head football coach/athletic coordinator; and assistant athletic trainer.~~

**Appeal of
Employment Actions**

~~An~~Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Termination During
Contract Term**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period ~~in accordance with DCE(LEGAL).~~

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

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

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

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

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave
Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

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

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

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

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary
Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Request for Leave	In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.
	Discretionary use of state personal leave shall not exceed five consecutive workdays.
Local Leave	Each employee shall earn five, six, or seven paid local leave days per school year in accordance with administrative regulations.
	Local leave shall accumulate without limit.
	Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]
Leave Transfer Program	An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury may request the establishment of a leave transfer program, to which District employees may transfer local leave for use by the eligible employee.
	The leave transfer program shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under the leave transfer program, or exhausts all leave days transferred to the leave transfer program.
	The Superintendent shall develop regulations for the implementation of the leave transfer program that address the following:
	<ol style="list-style-type: none">1. Procedures to request the establishment of a leave transfer program;2. The maximum number of days an employee may transfer to a leave transfer program;3. The maximum number of days per school year an eligible employee may receive from a leave transfer program; and4. The return of unused days to donors.
Appeal	An employee may appeal a decision regarding the establishment or implementation of the District's leave transfer program in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.
Peace Officers Mental Health Leave	A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of three days of

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which ~~a peace officer~~ **an eligible employee** may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness or Injury Leave of Absence

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be September 1 through August 31.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Combined Leave for Spouses	When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <hr/> <p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
No Paid Leave Offset	The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

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

Absences for court appearances related to an employee's personal business and not in response to a valid subpoena shall be deducted from the employee's leave or, at the option of the employee, shall be taken as leave without pay.

**Payment for
Accumulated Leave
Upon Retirement**

The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District shall be eligible for payment for accumulated local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee is eligible for monthly retirement benefits from the Teacher Retirement System of Texas (TRS).

An employee who retires after January 1, 2020, shall receive payment for each day of accumulated local leave, to a maximum of 60 days, at one-half the employee's daily rate of pay at the time of retirement.

If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

In the event of the death of an employee who would otherwise have been eligible for reimbursement for leave upon retirement, such payment shall be paid to the estate of the deceased employee.