



**2023-2024 Prairie Valley ISD  
Faculty Handbook**

## **INTRODUCTION**

This handbook is intended to acquaint you with the operation of Prairie Valley ISD. Please read the information contained herein and refer to this booklet for answers to questions which arise during the year. There is also available in the superintendent's office the complete Policy Reference Manual for Prairie Valley ISD. You may check this manual out at any time during the year.

## **MISSION STATEMENT**

The Prairie Valley Independent School District seeks to promote the general welfare by encouraging and developing in each individual his best personal and social competence. Effort is made to foster an atmosphere of security and cultivate purposes and interests, which lead to a worthwhile, satisfying and happy life. Adaptation of material, activities and instruction provide opportunity for students of varying abilities, interest, needs, disciplines and environmental backgrounds to experience success. Though specific objectives change with pupil age, the central goal of preparing students to participate responsibly in our democratic way of life remains throughout the program of instruction. Many forces affect the learning process and the behavior of an individual. The Prairie Valley ISD seeks to establish and maintain meaningful reciprocal relationships with the home and community in the hope that as a result of our joint efforts each student may become more valuable to himself and to society.

## **MOTTO**

Never Give Up, Never Give In.

## **ABSENCES**

When a teacher finds it necessary to be absent, they should notify Mrs. Sadler in person or on her cell phone at 940-235-0080 as soon as possible. The principal will arrange for a substitute. It is the teacher's responsibility to have lesson plans up to date and easy to locate. All substitute teachers, cooks, bus drivers, custodians, etc. will be arranged by either the Principal or Superintendent, unless prior agreements on the substitute have been made.

## **ATTENDANCE PROCEDURES**

Teachers are the source most depended upon for accurate attendance records. It is important that each teacher checks his or her roll daily. The roll should be checked for each class as soon as possible after the tardy bell. The official attendance time for TEA accountability purposes is at 8:45, so during the second period. We do request a paper version to be hung on your door as well, but it is not the official record. Those students absent the previous day must have an admit slip which the teacher should sign and give back to the student. These slips are to be kept by the last period teacher and returned to the office. A student should never get through the day without an admit slip.

## **BAD WEATHER CLOSING**

The district may close school because of bad weather or emergency conditions. When such conditions exist, the superintendent will make the official decision concerning the closing of the district's facilities. When it becomes necessary to close, open late, or to

release early, the Remind App will be used to communicate to parents, teachers and students. Facebook and other social media outlets will be used. Channel 3 will receive the announcement through our Region 9 communication.

The faculty and staff will be contacted by phone/text to inform them as to what procedures are to be used for the day.

### **CAFETERIA**

Because of federal regulations, employees other than kitchen staff should not go into the kitchen during lunch. All employees should make sure they are included in the lunch count taken every morning during the first hour. Teachers should go ahead of students in line and be ready to leave the cafeteria before the end of the lunch period and be ready for their next class when the tardy bell rings. Elementary teachers should be in their rooms as the students come back to class, or retrieve their students from the cafeteria if possible.

### **COMMUNICATION**

Communication is the key to a successful school year. Teacher to Administration communication will be an open line, we want you to feel heard. Administration will communicate efficiently with all personnel regarding information about activities for the coming week(s) via email and announcements. Please have your classes at attention during announcement times to ensure all information is relayed in a timely manner. Teacher to teacher communication is necessary for the success of our students as well. Please keep your colleagues informed of any necessary information and lean on your colleagues for assistance when you need it. Teacher to student communication must be limited to approved communication applications such as email, Google Classroom and Remind. Coaches and activity sponsors will use “sportsYou” or the Remind Applications to contact students or personal email as long as the parent or guardian is included in the communication every time. Please use caution and your best judgment when communicating with a child. Transparent communication with a student that includes the parent or guardian prevents any misunderstandings and misconceptions.

### **COMPENSATION**

#### **Monthly Base Salary**

Each employee who is qualified for and employed in a position described in the Texas Public Education Compensation Plan shall be paid not less than the monthly base salary, plus increments for teaching experience, as specified therein, or greater amounts provided by law.

#### **Valid Certificate**

An instructional employee who does not hold a valid certificate or emergency permit shall not be paid for teaching or work done before the effective date of a valid certificate or permit.

#### **Minimum Wage**

Employees not exempt under the Fair Labor Standards Act shall be paid minimum wage and receive compensation for overtime under the conditions specified in the Act.

**Attendance Supplement** The District shall not deny a teacher a salary bonus or similar compensation given in whole or part on the basis of teacher attendance because of the teacher's absence from school for observance of a religious holy day observation by a religion whose places of worship are exempt from property taxation under Tax Code 11.20.

**All Personnel**

The Superintendent shall develop and recommend to the Board for adoption a pay system for all District personnel. The board shall approve any pay increases. Copies of the District's pay system are available from the Superintendent's office. Professional personnel employed for less than full time or less than a full year shall be paid an amount specified in the employment agreement.

**Supplemental Duties**

The Superintendent or designee may assign non-contractual supplemental duties to personnel exempt under the Fair Labor Standards Act, as needed. These non-contractual duties may be modified or discontinued at any time for any reason or no reason, at the sole discretion of the District. The assignment of these duties shall not create any expectation of continued assignment to that same duty or any other duty. The employee shall be compensated for these assignments according to the supplemental duty payment schedule system established by the board.

**Exempt/Nonexempt**

The Superintendent or designee, within the guidelines set out in federal regulations, shall determine the classification of positions or employees as "exempt" or "nonexempt" for purposes of compliance with the Fair Labor Standards Act.

**Overtime Compensation**

Supervisors of nonexempt employees shall ensure an agreement or understanding with the employees regarding the form of compensation for overtime (cash or compensatory time off) prior to the performance of the work occasion of the overtime duty. These agreements or understandings need not be in writing, but the supervisor shall maintain some record of them, such as a calendar notation, a memo to the file, or some similar indication that the employee was modified to the type of compensation to expect.

**Expense Reimbursement**

Employees of the District shall be reimbursed for travel expenses they incur while performing duties related to their jobs, when such travel is at the request of the employees' immediate supervisor and is approved by the Superintendent. Prior approval for all expenditures must be obtained before any travel expenses are incurred.

Employees shall be reimbursed according to the schedule adopted by the Board. To receive reimbursement for transportation, lodging, meals and other authorized travel expenses, an employee shall present receipts for the actual amounts spent, to the school secretary no later than the Friday preceding the monthly meeting of the Board of Trustees.

**Pay Day**

All employees of the District are paid on the 20th day of the month. If the 20th day falls on a weekend, the payday will be the Friday closest to the 20th.

**COMPUTER USE AND DATA MANAGEMENT**

The district's electronic communications system, including its network access to the Internet, is to be used in a wise and pertinent manner. Electronic mail transmissions and

other use of electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use. Employees and students who are authorized to use the systems are required to abide by the provisions of the district's communications system policy and administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action.

### **CONFERENCE PERIODS**

Teachers should make good use of conference period time to make plans, grade papers, prepare materials, and meet with students, parents and teachers. Teachers are expected to be on campus during conference periods and should notify the Principal or Superintendent if they must leave. There are times when it is important to leave campus during conference periods, this is understandable, but it needs to be kept to a minimum.

### **COPY MACHINES**

Copy machines should be used by teachers or aides and not by students. Students will not be allowed to copy notes or homework from other students. Please make every effort to conserve paper when deciding to copy large projects. Some documents could be posted to the website or to Google Classroom in lieu of copying.

### **DISCIPLINE**

Your classroom situation will be, to a great extent, exactly as you lead it to be. If you are quiet in manner, firm and fair, friendly and professional, you will find that your classes will readily adapt to your own mannerism. Never use sarcasm. Refer discipline cases that you cannot handle to the office. If you anticipate a serious problem, talk it over with the Principal. Classroom discipline is the teacher's responsibility and becomes the responsibility of the administration only when the teacher seeks this help to maintain good classroom control. The following suggestions are intended to assist in maintaining effective group discipline.

1. Begin your class with the bell. If you expect your class to be prompt and business-like, you must set the tone. Be in your room- not down the hall.
2. There is no substitute for good lesson planning. Any group can sense when the teacher is groping for what to do next. Students know when a teacher dwells too long in the same area.
3. Start the year with definite imposed controls. These may be relaxed gradually as the class exhibits the necessary responsibility. **Remember, it is easier to lighten up as the year goes on than to get tougher.** When you feel there may be a need for support from the administration, do not hesitate to ask.
4. Never give additional homework as punishment. Discipline problems often arise among the slow and unmotivated. It is sometimes better to deprive the offending student of privileges.

5. Insist on the general rule of only one voice at a time in your classroom.
6. In general, avoid predicting or threatening specific punishment unless you are prepared to carry it out.
7. Be just as quick to praise as you are to fault.
8. Do not punish the whole group because of the actions of one or two students. This is unfair to the innocent.
9. Do not try to be “one of them”. Be friendly, always; but there is a vital difference between friendliness and familiarity. You can think as a student and understand students without being one of them.
10. MAKE IT A POINT TO ASSOCIATE WITH YOUR PUPILS IN SCHOOL ACTIVITIES outside the classroom. Pleasant associations in which the pupils can view you as someone other than the classroom teacher who assigns them so much homework can aid teacher-pupil rapport.
11. Whatever your individual room standards are, make sure that they are reasonable, kept to a minimum, well understood by the class and consistently enforced.
12. Understand student’s fads and don’t belittle them. Let the administration decide which fads are not acceptable. However, once the school policy has been established, it is your responsibility to enforce it.
13. Do not argue with your class. If you are enforcing a school rule, you are right, and there is no need for argument.
14. Reject undesirable behavior but never reject a class or student. The distinction is important. If the group thinks that you do not like them as people, you are in for trouble. Most pupils need security in knowing that you still have confidence in them.
15. Show a sense of humor without being a comedian.
16. When in error, do not hesitate to apologize.

### **EMPLOYEE COMPLAINTS**

A complaint under Board policy shall include:

1. Grievances involving an employee’s wages, hours, or conditions of work.
2. Specific allegations of unlawful discrimination in employment on the basis of sex (including allegations of sexual harassment), race, religion, national origin, age, handicap, or on the basis of the employee’s exercise of constitutional rights.

3. Alleged violations of State Board rules or policies adopted by the Board.
4. Alleged violations of constitutional, statutory, or common law right.
5. A complaint must specify the individual harm suffered.

### **Aggrieved Party**

An aggrieved party is an employee who alleges a violation of a constitutional, statutory, or common law right, or of a State Board rule or local Board policy, in accordance with Board policy DGBA. An employee who files a grievance is not necessarily an “aggrieved party”. Under State Board rules, different timelines and procedures may apply to “aggrieved parties” than to “complaints.” Those distinctions shall be determined on a case-by-case basis.

### **Presentations and Hearings**

In most circumstances complaints shall be entitled to administrative review conferences and an informal presentation of the complaint to the Board; however, aggrieved parties whose legal rights allegedly have been adversely affected in such a way that they are entitled to some type of due process hearing shall be offered a hearing before the Board or its designee at Level Three. Upon receipt of the written request for a Board hearing, the Superintendent shall determine whether an aggrieved party is legally entitled to more than a presentation and, if so, the type of hearing appropriate.

### **Other Review Processes**

Some topics are governed by other review processes and are not subject to this procedure. Employee termination procedures are found in another section of this handbook. The dismissal or non-renewal of an employee shall not be the subject of a complaint under this policy except when the district does not otherwise provide for a hearing on the matter. At or prior to the conference with the Superintendent or designee, the employee shall submit a written description of the decision or action complained of, the date it occurred, the remedy sought, and the date the employee conferred with the principal or immediate supervisor.

### **Level Three**

If the outcome of the complaint conference at Level Two is not to the employee’s satisfaction, an employee may submit a written request to place the matter on the agenda of a future Board meeting. In matters involving an aggrieved party the meeting shall be held within 30 days after the date the written request for a Board meeting hearing was filed with the Superintendent, unless postponed by mutual consent. The Superintendent shall inform the employee of the date, time and place of the meeting. The Board President may set reasonable time limits on complaint presentations. The Board shall listen to the complaint and take whatever action it deems appropriate. Aggrieved parties who are entitled to some type of due process hearing shall be afforded that hearing with the Board or its designee at Level Three. If the Board or its designee conducts the hearing, the designee shall make recommendation to the Board at a meeting held within 30 days after the date the request for a Board hearing is filed with the Superintendent. The employee shall be given an opportunity to respond to the recommendation either orally or in writing. If the complaint involves the appointment, employment, evaluation, reassignment, discipline, or dismissal of the employee bringing the complaint, it shall be heard by the Board in executive session, unless the employee requests it to be heard in public. If the complaint involves complaints or charges against another employee, the Board in Executive session shall hear it, unless the employee complained about requests it to be heard in public.

## **EMPLOYEE DRESS AND GROOMING**

The dress and grooming of district employees shall be clean, neat, in a manner appropriate for their assignments and in accordance with additional standards established by their supervisor and approved by the Superintendent. Clothing is expected to be professional at all times. The use of good judgment is always expected. If an employee has a tattoo, piercing, or hairstyle that could be considered distracting to the learning environment, then the administration will address the situation. Employees may be asked to cover or remove the distraction.

## **EMPLOYMENT REQUIREMENTS AND RESTRICTIONS**

### **Credentials and Records**

All professional personnel shall be graduates of colleges and universities, which are either:

1. Approved by TEA for teacher education programs; or
2. Otherwise recognized by TEA for public school professional employment purposes.

Note: Certain exceptions are specified in TEA Bulletin 753, Guidelines for School Personnel: Certification, Allocations and Records. Each person employed in the District who is an educational aide, teacher trainee or non-degreed teacher or who is assigned to a position classified under the Texas Public Education Compensation Plan shall be certified according to the certification requirements or standards adopted by the State Board. Any person who desires to teach in the District shall present his certificate for filing with the District before a contract with the Board shall be binding.

### **Probationary Level**

Employee shall serve a probationary period as provided in Texas Education Code, Chapter 21, Subchapter C, for a maximum of three school years of continuous employment in the District unless, during the third year of Employee's probationary contract, the Board determines it is doubtful whether employee should be given a continuing or term contract. In that event, Employee shall serve a fourth probationary year. However, the probationary period shall be a maximum of one year for an Employee who has been employed as a full-time professional, certified employee, or nurse in public education for at least five of the eight years prior to, initial employment in the District. During the probationary period, employees are not subject to the provisions of the Term Contract Non-renewal Act, and contracts shall be non-renewed in accordance with the district's policy relating to non-renewal during the probationary period.

### **Bus Drivers**

Bus driver credentials shall include:

1. Proof that the person is at least 18 years old.
2. Class A- CDL driver's license.
2. Pre-employment physical examination that reveals physical and mental capabilities to safely operate a school bus; such examinations shall be conducted annually thereafter.
3. Pre-employment driver's license check with the Texas Department of Public Safety and a driving record acceptable according to the standards prescribed by the State Board and the Department of Public Safety.
5. Have an acceptable criminal history record.



3. A valid certificate stating that the driver is enrolled in or has completed a driver training course in school bus safety education approved by the State Board and the Department of Public Safety.

### **Records**

The District shall maintain documents in support of data submitted to TEA for financial and sick leave purposes. The following documentation shall be readily available for professional and paraprofessional personnel:

1. Credentials (certificate of license).
2. Service record and any other required attachments.
3. Evidence of educational attainment as required by State Board Policy.
4. Contract (professional personnel only).
5. Oath of office.
6. Tuberculosis certificate.
7. Teaching schedule or other assignment record.
8. Absence from duty reports for professional personnel.
9. Audit verifications card (if previously audited).

### **Employee Access**

All information contained in the personnel file of an employee shall be made available to that employee or the designated representative upon request by the employee, except as otherwise required by law.

### **Public Access**

With regard to public access to information in personnel records, custodians of such records shall adhere to the requirements of the Texas Open Records Act.

### **EMPLOYEE STATUS**

All full-time professional employees who are required to hold a valid certificate or teaching permit shall be employed by term contracts and governed by the provisions of the Term Contract (sections 21.201 through 21.211 of the TEC). The District has not adopted the provisions of the continuing/probationary contract law (sections 13.101 through 13.116 of the TEC).

### **EQUAL OPPORTUNITY EMPLOYMENT**

#### **Nondiscrimination**

With certain exceptions stipulated below the district shall adhere to a policy of equal employment opportunities for all employees. The District shall not, because of an individual's race, color, handicap, religion, sex, national origin, age or language:

1. Fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to compensation or term, conditions, or privileges of employment.
2. Limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee. Sexual harassment is a form of sex discrimination. The prohibition against discrimination on the basis of age shall be limited to individuals who are at least 40 years of age.

## **Exceptions**

As an exception to the policy stated above, the Board may employ an individual on the basis of the individual's religion, sex, national origin, or age in those certain instances where religion, sex, national origin, or age is a bona fide occupational qualification reasonably necessary to the normal operation of the District. An employee whose current use of alcohol or drugs prevents him from performing duties of the job or constitutes a direct threat to the property or safety of others is not included in the definition of handicapped person. An employee who has a currently contagious disease or infection, would constitute a direct threat to the health or safety of other individuals or who by reason of the currently contagious disease or infection is unable to perform the duties of the job is not included in the definition of handicapped person.

## **Title IX**

The District shall not discriminate on the basis of sex in its employment practices in programs that receive federal financial assistance.

## **EVALUATION**

### **Application**

This policy applies to administrators, non-teaching personnel, and other full-time professional employees who are required to hold a valid certificate. All teachers shall be appraised to State Board requirements. The approved evaluation program in place is TTESS, Texas Teacher Evaluation and Support System

### **Procedure**

The District's evaluation program for administrators and non-teaching professional personnel shall be administered in accordance with the following provisions:

1. Appraisers shall be trained in the use of the appraisal instrument.
2. Employees shall be informed of the criteria on which evaluation shall be based.
3. Appraisal of administrators and other non-teaching professional employees shall be based on cumulative performance data gathered by supervisors throughout the year. Employees shall have at least one appraisal conference bi-annually, and may have as many as the supervisor deems necessary.
4. Reports, correspondence, and memoranda may be placed in each employee's personnel file, as necessary to document performance.

The District shall have an evaluation system that provides periodic written evaluations of all full-time, certified, professional employees, as defined in Education Code 21.201(1) at annual or more frequent intervals. Such evaluation shall be considered by the board prior to any Board decision not to renew the employee's term contract. During the probationary period the provisions of Education Code 21.201 through 21.208 shall not apply.

Written, annual appraisals of non-teaching, non-administrative, certified professional personnel classified in Education Code 16.056 shall be detailed by professional skill and characteristic and shall provide for separate ratings per category. The process shall guarantee a conference with the appraiser(s). This conference shall be diagnostic as needed in the overall summary of performance by category.

### **EXTRA CURRICULAR ACTIVITIES**

During the year, all employees will be expected to help at certain events such as athletic competitions, festivals, programs and ceremonies. These requests will be held to a minimum.

### **EXPENSE REIMBURSEMENT**

Employees of the District shall be reimbursed for travel expenses they incur while performing duties related to their jobs, when such travel is at the request of the employees' immediate supervisor and is approved by the Superintendent. Prior approval for all expenditures must be obtained before any travel expenses are incurred.

Employees shall be reimbursed according to the schedule adopted by the Board. To receive reimbursement for transportation, lodging, meals and other authorized travel expenses, an employee shall present receipts for the actual amounts spent, to the school secretary not later than the Friday preceding the monthly meeting of the Board of Trustees.

### **FIELD TRIPS**

Plans for field trips should be made with the Principal at least two weeks prior to the trip. Permission slips need to be obtained from each student taking the trip if it is a large trip. Obtaining permission for small field trips during class times is covered by the student handbook, but it is best practice to have plans made and parents and administrators in the loop prior to the trip.

### **GOOD HOUSEKEEPING**

Our school plant reflects the degree of pride held by each student, teacher, administrator and auxiliary employee. Interest in promoting good housekeeping and eliminating building vandalism cannot be shown by administrative staff alone and be as effective as it must be. Part of each student's education and each teacher's instruction should be the development of pride and respect for our school.

Teachers should strive to see that students take proper care of their classrooms and equipment. Students should not be permitted to write on desks, tables, walls, lockers or any other school district property. Teachers should work with students to keep every classroom neat. Students should not be allowed to sit on top of desks, tables, lab tables or counters. Coaches should see (everyday) that all clothes and athletic equipment are off the dressing room floor and out of the gym area and bleachers. Lockers are available for storage. They see that all balls and other equipment are put in the cage at the end of the day. The kitchen and cafeteria should be at all times neat and clean. Teachers in the lunchroom are asked to see that students act properly and leave the tables clean. Any misconduct by students should be reported to the personnel in charge of the lunch period or the Principal. It is important to watch the careful regulation of the temperature of classrooms. During the time that air conditioners are run keep the doors closed. Do not be extravagant in the use of lights, water and gas, as the district must pay for these utilities. All teachers, coaches and vocational personnel will be responsible for making sure utilities are maintained in your room, lab or work area. Any effort on the part of the teacher to keep furniture arranged in an orderly way during the class adds to the appearance of the classroom.

## **GRADING**

Number grades will be used on Report Cards. Grades will be given on report cards every six weeks, with a minimum of 2 major grades, 4 quiz grades and at least 12 daily grades. Pre-Kindergarten & Kindergarten will use a different system of grading.

## **GYMNASIUM/STAGE**

All teachers who use the gym or stage area should make sure students do not abuse the gym floor with street shoes. After using these areas, all equipment, props, etc. should be put away.

## **HIRING PROCEDURES**

The Board establishes the following objective criteria for decisions regarding the hiring, dismissal, reassignment, promotion and demotion of District personnel. These criteria are not rank-ordered and may be considered in whole or in part in making such decisions:

1. Academic or technical preparation, supported by transcripts.
2. Proper certification for grade level, subject or assignment, including emergency permits and endorsements for specific subjects, programs or positions.
3. Experience.
4. Recommendations and references.
5. Evaluations.
6. Suitability for the position and professional competence.
7. The needs of the District.

## **HOMEWORK**

For all of our students, some type of homework is definitely necessary. It is explained to our students who work at part-time jobs that their first priority at this school will be meeting class assignments and getting an education. Explain to students at the beginning of the year your expectations and philosophy about homework. If you assign homework, then you should pick it up, grade it and return it to the student. Assign homework fairly and on a regular basis and do not wait until the last of the grading period to begin giving homework.

## **HOURS**

Teachers should be in their classrooms no later than 7:30 a.m. They are free to leave at 4:00 p.m. or after the buses have left. If a teacher needs to leave early, he or she should notify the Principal or Superintendent. All staff members are required to sign out.

## **KEEPING STUDENTS IN CLASS**

Each teacher is expected to teach 50 minutes each period and students should not be permitted to leave the classroom except in an emergency. Students are allowed five minutes between classes for a restroom break and to go to their lockers. This should be an ample amount of time.

## **LEAVES AND ABSENCES**

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on

leaves of absence. Employees who have personal needs that will require long leaves of absence should contact the Superintendent for counseling about leave options, continuation of benefits and communicating with the district.

State law requires that all employees receive up to five days of paid personal leave per year. A day of earned personal leave is equivalent to an assigned workday. There is no limit on accumulation of state personal leave, and can be transferred to other Texas school districts and is generally transferable to education service centers. There are two types of personal leave:

1. Non-discretionary - leave that is taken for personal or family illness, emergency, or a death in the family. This type of leave allows very little or no advance planning and will be granted to employees in the same manner as sick leave.
2. Discretionary - leave that is taken at an employee's discretion and that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary leave needs to submit a request to the principal 10 days in advance of the anticipated absence.

### **Sick Leave**

District employees retain sick leave accumulated as state minimum sick leave under former Section 13.904(a) of the Education Code. If an employee uses more sick leaves than they have earned, the cost of the unearned sick leave will be deducted from the employee's paycheck.

Sick leave may be used for the following reasons only:

- \*Employee illness
- \*Illness in the immediate family
- \*Family emergency
- \*Death in the immediate family

### **Pregnancy**

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any disability insurance or sick leave plan available in connection with employment.

### **Recuperative Leave**

In addition to all state and local days of leave provided, a teacher or other professional employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from all physical injuries sustained as a result of the assault, but not to extend more than two years beyond the date of the assault. Days of leave taken under this provision shall not be deducted from accrued sick leave.

### **Difference Between Sick Leave and Temporary Disability**

An employee's entitlement to sick leave is unaffected by any concurrent eligibility for a leave of absence for temporary disability. The types of leaves are different and each must be granted by its own terms.

### **Temporary Disability**

The Board shall grant to a certified, full-time employee a leave of absence for temporary disability at any time the employee's condition interferes with the performance of regular duties. The Board shall not terminate the employment of the employee during

leave of absence for temporary disability. Temporary disability includes pregnancy. The employees shall submit to the Superintendent a request for leave of absence for temporary disability. The request must be accompanied by a physician's statement confirming the employee's inability to work, the date upon which the employee has requested that the leave begin, and the probable date of the employee's return. The Board may place an employee on leave of absence for temporary disability if, in its judgment and in consultation with a physician who has performed a thorough medical examination of the employee, the employee's condition interferes with the performance of regular duties. The employee shall have the right to present evidence to the board of fitness to continue in the performance of regular duties. The employee shall notify the Superintendent of a desire to return to active duty at least thirty days before the expected date of return. The notice must include a physician's statement indicating the employee's physical fitness to return to regular duties. The employee returning to active duty after a leave of absence for temporary disability shall be entitled to an assignment at the school where the employee formerly was assigned, subject to the availability of an appropriate position. In any event, the employee shall be placed on active duty no later than the beginning of the next term.

The Superintendent shall grant the length of leave of absence for temporary disability required by the employee. The maximum length of a leave of absence for temporary disability shall be not less than 180 calendar days. The Board shall consider requests for extensions on a case-by-case basis in light of the needs of the educational program of the District.

#### **Military Leave: Short-term**

All employees of the district who are members of the state military forces or of the reserve components of the United States Armed Forces shall be granted a leave of absence from their duties without loss of time, efficiency rating, vacation time, or salary on all days during which they are engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 days in any one calendar year.

#### **Military Leave: Long-term**

Any employee, other than a temporary employee, who leaves his position for the purpose of entering into active duty with the regular or reserve Armed Forces of the United States or with the Texas National Guard or Texas State Guard, if discharged, separated or released from such active duty under honorable conditions within five years from the date of enlistment or call to active service, shall be restored to employment in the same position held at the time of entering into active service or to a position of like seniority, status, and pay if the employee is still physically and mentally qualified to perform the duties of such position. If such employee is not qualified to perform the duties of his previous position by reason of disability sustained during such military service, but is qualified to perform the duties of another position with the district, the veteran shall be restored to employment in the other position which he is qualified to hold and which shall provide like seniority, status and pay or the nearest approximation there to. Any employee restored to employment shall be considered to have been on leave of absence during military service and shall be entitled to participate in retirement and all other benefits of other employees in like positions. Such employee shall not be dismissed from his position, without cause, for one year following restoration of employment. Veterans eligible for restoration to employment under the terms of this policy shall make written application for such restoration to the President of the Board within ninety days after

discharge or release from active federal or state military service and shall attach to such application evidence of discharge, separation, or release under honorable conditions.

**Jury Duty**

An employee shall be granted leave with pay and without loss of accumulated leave for jury duty. The employee shall be required to submit documentation of the service and shall be allowed to retain any compensation for this service

**LEAVING CAMPUS- Student**

If it becomes necessary for a student to leave the campus for any reason during the school hours, it is the student's duty to obtain permission from the office. The student must bring a signed note from their parents or the parents must call or pick up the student in person. Please send a child to the office if they are leaving early.

**LIBRARY**

Students should use the library when the librarian or a library aide is present or when accompanied by a teacher. Teachers need to make sure students pick up trash, replace materials, and follow other requests of the library.

**LOYALTY AND PROFESSIONALISM**

Each person who has been hired has specifically been told that loyalty is one of the traits that we expect in each faculty and staff member. It adds to the dignity of the individual and to the successful operation of any organization every time it is practiced. Good communication is important and should be used by all employees. Employees are expected to use social media in a positive way, using good judgment and demonstrating professionalism at all times.

**MANAGEMENT SKILLS**

The District shall offer in-service training in management skills for district administrators, including Principals and the Superintendent, consistent with State Board adopted standards.

**NAME AND ADDRESS CHANGES**

It is important that an employee's records be kept up to date. Employees should notify the office if there are any changes or corrections to their name, home address, home phone number, marital status, emergency contact or beneficiary.

**NONCONTRACT EMPLOYMENT**

Auxiliary and paraprofessional personnel shall serve at will, are not employed for any specified length of time, and have no property right in their employment. Auxiliary personnel shall include but not limited to bus drivers, lunchroom and maintenance personnel. Paraprofessional personnel shall be defined as educational aides and educational secretaries. Non-contractual personnel shall be employed by the Superintendent, who shall give notice to employees of salary and special conditions of employment.

## **NONCONTRACT EMPLOYEE DISMISSAL**

Auxiliary and paraprofessional employees shall have no property right in their employment and may be dismissed at will. The Board through its designee may terminate the employment relationship at any time, for any reason, except as otherwise provided by law. Non-contract employees who are dismissed may request review of that decision.

## **NONRENEWAL**

### **Probationary Status**

The Board may decide not to renew the contract of any employee serving a probationary period.

### **Regular Status**

The Board, after receiving the recommendation of the administration, may choose not to renew the employment of any principal, supervisor, classroom teacher, counselor, or other full time professional employee, except paraprofessional personnel, who is required to hold a valid certificate or teaching permit and who is employed under a term contract. Such action shall be effective at the end of the contract period.

### **Reasons**

The Board shall establish by policy reasons for non-renewal.

### **Notice**

In the event the Board receives a recommendation for non-renewal, it shall, after consideration of the written evaluations required by law and the reasons for the recommendation, in its sole discretion, either reject the recommendation or give the employee written notice of the proposed non-renewal on or before forty-five days before the end of the school year. The notice of proposed non-renewal shall contain a statement of all the reasons for such proposed action.

In event of failure to give notice of proposed non-renewal within the specified time, the board shall thereby elect to employ such employee in the same professional capacity for the succeeding school year.

### **Regular Status**

The following provisions apply only to those full-time professional employees who are required to hold a valid certificate or teaching permit and not serving a probationary period under the Term Contract Non-renewal Act.

### **Reasons**

The recommendation to the board and its decisions not to renew a contract under this policy shall not be based on an employee's race, color, religion, sex, national origin, handicap, or age. Reasons for non-renewal of a professional certified employee's contract shall be but not limited to:

1. Deficiencies pointed out as part of the appraisal or evaluation process or any other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetence or inefficiency in the performance of required or assigned duties.
4. Inability to maintain discipline in the classroom or at assigned school related functions.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Neglect of duties.



8. Reduction of personnel through decline in enrollment District-wide or in affected course offerings, tax revenues, or funding or change in programs. In identifying this reason, the district shall target Employment Areas and apply Criteria for Decisions from DFBB (Local). No other section of that policy shall apply.
9. Conducting personnel business during school hours.
10. Drunkenness or excessive use of alcoholic beverages; illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act.
11. The possession, use, or being under the influence of alcohol, drugs and narcotics, as defined by the Texas controlled Substances Act, while on school property, working in the scope of the employee's duties, or attending any school or District-sponsored activity.
12. Conviction of a felony or any crime involving moral turpitude.
13. Failure to meet the district's standards of professional conduct.
14. Failure to comply with reasonable District professional requirements regarding advanced course work or professional improvement and growth.
15. Immorality, which is conduct the Board determines is not conformity with the accepted moral standards of the community encompassed by the district. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude, or indicative of corruption, indecency, or depravity.
16. Any activity, school connected or otherwise, that because of publicity given it, or knowledge of it among students, faculty and community, impairs or diminishes the employee's effectiveness in the District.
17. Reasons specified in individual employment contracts reflecting special conditions of employment.
18. Failure to maintain an effective working relationship, or maintain good rapport with parents, the community, or colleagues.
19. A significant lack of student progress.
20. Assault on an employee or student.
21. Falsification of records or other documents related to the District's activities.
22. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
23. Failure to fulfill requirements for certification, including passing the TExES tests.
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit or a Temporary Classroom Assignment Permit.
25. Failure to perform satisfactory in each appraisal category at the end of the first level or second year at the probationary level in accordance with Education Code 13.306(d).
26. Evidence of sexual harassment against a fellow employee or student.
26. Reasons constituting good cause for dismissing the employee during the contract term.

### **Recommendations from Administration**

Administrative recommendations for renewal or non-renewal of contracts of professional employees shall be submitted to the Superintendent. The Superintendent shall require that copies of all pertinent information necessary to a decision to recommend non-renewal be submitted with each administrator's recommendation. The final administrative decision for recommendation to the Board for each employee's contract's, rests with the Superintendent.

### **Superintendent's Recommendation**

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or nonrenewal by the board. Copies of written evaluations, other supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for non-renewal. The Board shall consider such information in support of recommendations for non-renewal and shall then act on all recommendations.

### **Decision on Proposed Non-renewal**

If the Board accepts the Superintendent's recommendation for proposed non-renewal, the Superintendent shall be directed to deliver to the employee by hand or certified mail, return receipt requested, written notice of the non-renewal recommendation of the superintendent, on or before the forty-fifth day before the end of the current school year. The notice shall contain a statement of all reasons for such proposed action and the procedures for conducting a hearing.

### **Decision for Renewal**

If the Board decides to renew a contract, the Superintendent shall notify the employee of the contract renewal on or before the forty-fifth day before the end of the current school year.

### **Hearing**

When the Board President receives a timely request for a hearing on a proposed non-renewal, the hearing shall be held within fifteen days after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

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

### **Hearing Procedure**

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

1. The hearing shall begin with the administration's presentation, supported by such proof, as it desires to offer.
2. The employee may cross-examine any witness for the administration.
3. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
4. The administration may cross-examine any witness for the employee and offer rebuttal to the testimony of the employee's witness. Each party may make closing arguments.

### **Procedure after Hearing**

The Board may consider such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendations not to renew the employee's contract are lawful, supported by

substantial evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice. This decision shall also include the Board's decision on renewal, which decision shall be final.

### **OPEN HOUSE/BOOK FAIRS/FESTIVALS/MEET THE TEACHER**

Each year we invite parents and friends to visit the school for various functions. Teachers are expected to participate in these events, which are decided upon by the Administration and Campus Improvement Team.

### **PROFESSIONAL MEETINGS AND VISITATIONS**

District employees may be permitted to attend meetings of professional organizations during a workday, with pay, if a direct school-related purpose will be accomplished.

### **PURCHASE OF SUPPLIES**

Everything that is purchased must have a purchase order and number. The Superintendent or Principal must approve all purchases. Purchase orders may be obtained in the office. Purchases made without a PO could become your property and responsibility.

### **REDUCTION IN FORCE**

Definitions used in this policy are as follows:

1. "Reduction in Force (RIF)" means the dismissal of a teacher, administrator, or another professional employee before the end of the contract term for reasons of financial exigency or program change, Non-renewal of an employee's term contract is not a "reduction in force" as used in this policy.
2. "Financial exigency" means a decline in the Board's financial resources brought about by decline in enrollment, cuts in funding, decline in tax revenues, or any other actions or events that create a need for the District to reduce financial expenditures for personnel.
3. "Program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation because of a lack of student response to particular course offerings, legislative revisions to program funding, or a reorganization or consolidation of two or more individual schools or school districts.

### **General Grounds for Dismissal**

Pursuant to a contract provision, a reduction in force may take place when the Board determines that a financial exigency or program change requires that the contract of one or more teachers, administrators, or other professional employees be terminated. Such a determination constitutes the necessary cause for dismissal.

### **Board Determination**

Reduction in force shall be made on a District basis. When a reduction in force is to be implemented, the Board shall first determine which employment areas shall be affected.

### **Employment Areas**

A reduction in force may be implemented in one, several, or all employment areas.

Employment areas shall be defined as:

1. Elementary grades, departments, or programs.
2. Secondary departments or programs.
3. Counselors.

4. Teachers of students in special programs, such as gifted and talented, bilingual, special education, compensatory education, and migrant education.
5. Librarians.
6. Administrators.
7. Other non-instructional professional staff.
8. Teachers on probationary status.
9. Professional employees holding temporary certificates or permits.

### **Criteria for Decisions**

Using the following criteria, the Superintendent shall determine which particular employees shall be RIFed and shall submit the recommendations to the Board. These criteria are listed in order of importance; the Superintendent shall apply them sequentially to the selected employment areas until the number of staff deductions necessary have been identified, i.e., if all necessary reductions can be accomplished by applying the certification criteria, it is not necessary to apply the performance criteria.

1. Certification: Appropriate certificate and/or endorsement for current assignment.
2. Performance: Employee's effectiveness as reflected by a teacher's most recent available appraisal record or most recent written evaluation for other staff.
3. Seniority: Years of service in the District.
4. Professional background: Professional education and work experience related to the current assignment.

### **Board Action**

After considering the Superintendent's recommendation, the Board shall determine which employees shall be given a statement of the reasons and conditions requiring such dismissal and shall, upon request, be given a hearing in accordance with the policy for termination during contract.

### **Appeals**

Appeals of a dismissal because of a reduction in force shall be handled through the hearing afforded under Board policy, rather than the grievance policy.

### **Rights of Employees Subject to RIF**

An employee dismissed pursuant to this policy, if subsequently reemployed by the District, shall be credited with the amount of local sick leave that had accrued at the time of dismissals. Professional, certified employees shall be placed on the substitute list for the remainder of the school year, expressly conditioned on the employee's written request for such placement.

### **Re-employment**

Upon written request, an employee dismissed pursuant to this policy shall be notified in writing of any subsequent availability of the position, for a period of one calendar year following the effective date of such dismissal. The notice shall be mailed to the address that was on file for the former employee at the time of dismissal, unless the District has been notified in writing of a change of address. A former employee so notified must respond to the Board in writing ten calendar days of receipt of such notification if the person wishes to be considered for the position. Any individual who responds shall be considered for employment on the same basis as all applicants.

## **RESIGNATION**

The Board may file a complaint with the commissioner of education that a teacher after entering into a written contract with the Board, has without good cause and without the consent of the Trustees abandoned the contract. Such a complaint may result in a reprimand by the commissioner of education or in the suspension or cancellation of the teacher's certificate by the commissioner. Any employee serving under a term contract may relinquish the position and leave the employment of the District at the end of any school year without penalty provided the employee submits written resignation to the Board prior to forty-five days before the start of the next school year. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing. The Superintendent shall have authority to accept resignations. Exceptions to the deadline requirement may be granted in extenuating circumstances.

## **RETIREMENT PROGRAM**

The Board shall not require the retirement of any employee, except that it requires the retirement of a bona fide executive, age 65 or older, as permitted by law.

### **Retirement System**

All personnel employed on a full-time, regular salary basis, including regularly employed bus drivers, shall be members of the Teacher Retirement System of Texas. Persons who substitute in a position eligible for membership at least ninety days a year shall be members if they desire to claim the year for service credit.

### **Exception**

Any person receiving a service retirement benefit under the Teacher Retirement System of Texas who is employed on a part-time or substitute basis as provided by law shall not be required to make further contributions to the system.

## **SAFETY**

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

- \*Observe all safety rules
- \*Keep work areas clean and orderly at all times
- \*Immediately report all accidents and incidents
- \*Operate only equipment or machines for which they have training and authorization.

## **SALARY DEDUCTIONS**

The District shall make the following periodic deductions from the salaries of its employees:

1. The District shall deduct and withhold from the wages of all employees the amount of federal income tax required by federal law.
2. On compensation earned before January 1, 1988, the District shall deduct from such compensation of the following employees the required contribution to the Teacher Retirement System of Texas:

- a. Those employed on other than a temporary basis for at least one-half time at a regular rate of pay comparable to that of other persons employed in similar positions.
- b. Persons who substitute at least ninety days a year in a position eligible for membership and who desire to claim the year for service credit.
3. The District shall, in accordance with provisions of the law deduct from the salary of any school employee who has made a valid assignment, transfer, or pledge of his salary or wages as security for indebtedness, the amount stated in terms of such valid assignment, transfer or pledge.
4. The District shall deduct from the salaries of all employees participating in approved insurance programs the contributions set forth in such programs.
5. The District shall deduct from the salaries of all employees participating in an approved deferred compensation or annuity program the amounts designated by those employees.
6. Upon receipt of a court order issued under Family Code 14.43(a), the District shall withhold from an employee's disposable earnings the amount specified in the order for child support payments. The amount withheld shall be remitted to the person or office named in the order on each due date or pay date.
7. The district shall deduct from the salary of an employee hired after March 31, 1986 the amount of Medicare tax required by law.

#### **Additional Voluntary Deductions**

In addition to legally required deductions and voluntary deductions for approved insurance and deferred compensation programs, the Board shall permit voluntary deductions for:

1. Area teacher's credit unions.
2. Professional organization dues.

Employees may request approved voluntary salary deductions or change the amount(s) of those deductions in accordance with administrative regulations.

#### **Excess Leave**

Deductions may be made for unauthorized or excessive personal or sick leave.

#### **SEXUAL HARASSMENT**

Sexual harassment is covered in the Prairie Valley Policy Manual under sections DH (Local), and FFH (Legal). Sexual harassment of a coworker is a form of discrimination and is prohibited by law. Sexual harassment is defined as unwelcome advances, request for sexual favors and other verbal or physical conduct. Sexual Harassment is broken into two areas:

1. Employee to Employee
2. Employee to student

Employees who believe that they have been subject to sexual harassment are encouraged to come forward with complaints and should inform the Principal or the Superintendent. Employees who suspect a student is being sexually harassed or abused by another employee are obligated to report their concerns to the campus principal. All allegations of sexual harassment or sexual abuse will be investigated and reported to the proper authorities.

## **SICK LEAVE - SEE LEAVES OF ABSENCE**

### **SMOKING/VAPING**

Law on all district owned property prohibits smoking, vaping or using tobacco products. There will be no smoking or tobacco use permitted in school vehicles.

### **STAFF DEVELOPMENT**

#### **In-service**

The District shall provide not fewer than six days of in-service training and preparation for teachers for each school year. The days of in-service training and preparation shall include subject areas the State Board considers appropriate and shall be conducted under the rules and regulations established by the State Board in accordance with state accreditation standards for program planning, preparation and improvement.

### **STANDARDS OF CONDUCT**

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

- \* Recognize and respect the rights and property of students and coworkers and maintain confidentiality in all matters relating to students and coworkers.
  - \* Report to work according to the assigned schedule.
  - \* Notify their immediate supervisor as early as possible (preferably in advance) in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, and tardiness may be cause for disciplinary action.
  - \* Know and comply with department and district procedures and policies.
  - \* Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
  - \* Use district time, funds, and property for authorized district business and activities
- All employees, as public servants, must follow the *Code of Ethics and Standard Practices for Texas Educators*, which is printed in the District Policy Manual under DH (exhibit).

## **SUPERVISION**

All elementary teachers are expected to supervise their students during all intermissions and assemblies. They are also expected to monitor bus areas and make sure their students are on the appropriate bus.

High school teachers supervise the parking lot as assigned. In addition, all high school teachers should be in the hall at their doors during the passing period. Each employee of the district has the responsibility to maintain order in the building and on campus wherever they are and wherever the students are.

## **SUSPECTED CHILD ABUSE**

All employees are required by law to immediately report any suspected child abuse or neglect to Child Protective Services. Teachers and other professional staff are required to make a report to a law enforcement agency or CPS within 48 hours of the event that led to the suspicion. Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. Employees who suspect that a student has been abused or neglected should report their concerns to the principal.

## **TARDIES**

The second time a Junior High or High School student is tardy to class in a six-week period, they should be referred to the Principal.

## **TEACHER LESSON PLANS**

Weekly lesson plans are required of all teachers. They should be available to the Principal in case of a teacher's absence in a sub folder electronically or hard copy.

## **TEACHER-PARENT RELATIONS**

A teacher's success depends on many things among which are the ability to professionally carry on a positive teacher-parent relationship. When you find that a conference might benefit any one of your students, it is your responsibility to call the parent. As a parent, you and I would expect no less from the teacher of our child. When conferring with parents, we should be courteous, honest, and as tactful as we can. Should your positive attitude during a parent conference fail in maintaining a desirable and fruitful conference, be as diplomatic as possible in bringing that meeting to a close and suggest that it be continued in the Principal's Office. Anytime that you feel threatened, bring the meeting to a close. Do not meet with an abusive or threatening parent alone, have a third party present, the Principal, Superintendent or another teacher.

## **TEACHER-PUPIL RELATIONS**

In every situation, you will determine the relationship between yourself and your students. If you have spent time making sure that your classes will be interesting, meaningful, challenging and motivating to your students, you will use less than 10% of your class time maintaining class interest. If your classes are becoming more difficult to control, evaluate your teaching techniques and the amount of time you are spending in preparation. Teaching does require moving about and helping students, having and following good lesson plans. Sitting at the desk or on a stool or chair and lecturing a class will open the door to problems. Always remember, you are the teacher and you are in



charge. Your students are children and must be treated with respect and relationships carefully maintained. See **COMMUNICATION** for appropriate student to teacher communication techniques.

## **TERM CONTRACTS**

### **Maximum Term of Contract**

The Board shall employ by contract professional employees for terms not to exceed the statutory limit. Any employment contract for a principal shall be either eleven or twelve months so that the principal has adequate time for planning and preparation. The board may offer contracts of employment to non-certified personnel, as it deems necessary.

### **Contract Dates**

All twelve-month contracts with professional personnel shall begin on July 1 of the year beginning the contract and end on June 30 of the year terminating the contract.

### **Days of service**

Personnel employed under the Texas Public Education Compensation Plan for a minimum of ten months shall render not less than 187 days of service. Teachers and non-administrative personnel employed for eleven months shall render 202 days of service; those employed for twelve months shall render 220 days of service.

Administrators employed for eleven months shall render 207 days of service; those employed for twelve months shall render 226 days of service.

### **Exception**

If the commissioner of education because of emergency conditions reduces the required number of days of service, the total salaries of professional personnel shall not be reduced.

### **Property Interest**

A contract of employment with the District creates a property interest in the position only for the period of time stated in the contract. Such a contract creates no property interest of any kind beyond the period of time stated in the contract.

### **Probationary Period**

Employee shall serve a probationary period as provided in Texas Education Code, Chapter 21, Subchapter C, for a maximum of three school years of continuous employment in the District unless, during the third year of Employee's probationary contract, the Board determines it is doubtful whether employee should be given a continuing or term contract. In that event, Employee shall serve a fourth probationary year. However, the probationary period shall be a maximum of one year for an Employee who has been employed as a full-time professional, certified employee, or nurse in public education for at least five of the eight years prior to, initial employment in the District. During the probationary period, employees are not subject to the provisions of the Term Contract Non-renewal Act, and contracts shall be non-renewed in accordance with the district's policy relating to non-renewal during the probationary period.

### **Term of Contract**

The Board shall specify the term of employment in the contract.

### **Contract Consideration**

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

## **TERMINATION OF EMPLOYMENT**

### **Exit Interview and Termination Reports**

An exit interview shall be conducted and a termination report prepared, if possible, for every employee who leaves employment with the District. The following rules shall apply to these interviews.

1. The exit interview and termination report shall be attempted, regardless of the reason for termination, if possible.
2. The interview and report shall be the immediate responsibility of the person having supervisory authority over the terminated employee.
3. The termination report shall be signed by the appropriate supervisor and shall become a permanent part of the terminated employee's personnel file.

### **Grounds for Dismissal**

Any employee may be dismissed for good cause before the completion of the term fixed in the contract.

### **Notice**

Before any employee is dismissed, the employee shall be given reasonable notice in writing of the proposed action and the grounds, set out in sufficient detail to fairly enable him to show any error that may exist. The employee shall be advised of the names of adverse witnesses and the nature of their testimony.

### **Hearing**

If, upon written notification, the employee desires to be heard and to contest the proposed action of the Board, he shall give the board written notice. The hearing shall be set on a date that affords the employee reasonable time to prepare an adequate defense, but not more than 30 days from the written notice, unless postponed by mutual consent. The board may conduct the hearing in open session or in closed session unless the employee requests a public hearing, in which case the hearing shall be open to the public. At the hearing before the Board, the employee may employ counsel. The employee also has the right to hear evidence upon which the charges are based, to cross-examine all adverse witnesses, and to present evidence on innocence or extenuating circumstances. Prior to dismissal, the Board shall determine the existence of good cause for termination. Such determination shall be based solely on the evidence presented in the hearing. The Board shall notify the employee of its decision in writing within 15 days after the hearing.

### **Suspension**

The employee may be suspended with pay pending the outcome of the dismissal hearing.

### **Appeals**

Any appeal from the Board's decision shall be in accordance with state law and TEA regulations.

### **Notice**

If an employee desires a hearing prior to the Board's decision in a proposed dismissal, the employee shall submit written notice to the Board within 10 days after receipt of the notice of the proposed dismissal. Within 15 days after receipt of the employee's request, the board shall set a date and time for the dismissal hearing.

**TESTING**

All Junior High and High School students are required to take final examinations unless they meet the exemption criteria. The grade on the final should constitute no less than one-fourth of the final grade. STAAR/EOC Testing criteria will also be met and preparation taken seriously by the teacher, students and parents.

**TEXTBOOKS**

Teachers need to maintain an accurate record of textbooks issued to students and hold each student responsible for the book issued to him/her. Also, teachers need to see that textbooks are covered at all times. Students should keep textbooks in their lockers, not in individual classrooms. Teachers will have the final decision on this matter.

**TUTORIALS/ACE PERIOD**

Tutorials will be required of all students not making above a 75 grade average at the mid-point or at the end of the six-weeks. Attendance to tutorials in English, Math, Science and Social Studies is required; notify the Principal if students are missing tutorials. During the tutorials, all students not assigned to a tutorial are allowed in the cafeteria or in a classroom if they have permission. Students are not to be allowed to roam the halls, or go to the gym.

**VISITORS IN THE WORKPLACE**

All visitors are expected to report to the office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the office or contact someone to assist them.

**WORKMEN'S COMPENSATION INSURANCE**

All Prairie Valley ISD employees are covered by the Workmen's Compensation Insurance. This is "on duty" coverage only and applies to injuries sustained by employees while on the job. Under this coverage, an employee has medical and hospitalization at the time of the injury and at any time thereafter as may be necessary to cure and relieve the injury. Report all injuries to the Superintendent immediately.

## **Acknowledgement of Faculty/Staff Receipt of Handbook**

I, \_\_\_\_\_ (please print faculty/staff name), acknowledge that I am in receipt of this handbook and can communicate with Administration if any or part of the information needs clarification. I understand that I am responsible for the actions required of me as stated in this handbook.

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Signature

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Date