Employment Assistance Prohibited

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees]

Prohibited Classroom Instruction or Activities

A District contractor is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB(LEGAL)]. Violation of this policy shall result in termination of the contract. A District contractor shall be permitted to appeal this action in accordance with this policy.

Prohibition on Diversity, Equity, and Inclusion

A contract is subject to termination if the District contractor intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

A District contractor shall be permitted to appeal this action in accordance with this policy.

[See BT(LEGAL)]

Vendor and Contractor Complaints

Guiding Principles and Application

The following provisions shall apply to all entities outlined below, who may have a dispute, conflict, complaint or grievance:

1. All persons, corporations, vendors, contractors, partnerships, or any other entity that seeks engagement in or has engaged in a contractual relationship with the District to provide goods or services, including, but not limited to, contracts for goods or services as defined under Education Code 44.031 and Government Code Chapter 2269; and

2. All persons, corporations, vendors, contractors, partnerships, or any other entity that claims to have performed services for or provided goods to the District based on any understanding or agreement that it may have had with any officer, employee, or agent of the District including, but not limited to, contracts

for goods or services as defined under Education Code 44.031 and Government Code Chapter 2269.

The disputes, conflicts, complaints, or grievances shall be related to or arising from:

1. The administration or performance of contracts or an alleged contract or written agreement for goods or services by the District, its agents, its employees, or its contractors including, but not limited to, contracts for goods or services as defined under Education Code 44.031 and Government Code Chapter 2269; or

2. The acts of the District or any of its employees, officers, agents, or contractors related to a contract or an alleged contract or written agreement for goods or services, including the alleged negligent or intentional conduct of any District employees, officers, agents, or contractors.

This policy constitutes a contractual adjudication procedure enforceable under Local Government Code 271.154.

This policy shall not apply to persons who are employees of the District or to any complaint or grievance arising from employment in the District [See DGBA(LOCAL)].

Definitions

For purposes of this policy, the following definitions shall apply.

Complaint / Grievance

The terms “disputes”, “conflicts”, “complaint” and “grievance” shall have the same meaning.

Filing

“Filing” shall mean submitted by certified mail, return receipt request. Filing shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline date.

Days

“Days” shall mean District business days. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

Response

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

Representative

“Representative” shall mean any person who or organization that is designated by the individual to represent the individual in the complaint process.

	The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness. No administrator shall have the authority to extend a deadline for filing a complaint. All appeals challenging the determination of timeliness shall be filed in writing and state the reason the complainant believes the complaint was timely filed.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Failure to Attend Hearing	Failure of the complainant or designated representative to attend a scheduled hearing shall constitute a waiver of the right to relief at that level and shall affirm the decision of the lower level, if applicable. The failure of a complainant or designated representative to attend a scheduled hearing shall also constitute a waiver of the complainant’s right to proceed to any higher grievance level.
Complaint Form	Complaints under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

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

Level One

Complaint forms must be filed:

1. Within 90 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. At Level One with the Chief Financial Officer.

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

The Superintendent or designee shall assign an administrator to hear the grievance. The assigned administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

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

The written response shall set forth the basis of the decision.

In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

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

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the

Level Three administrator. The individual may request a copy of the Level One record. The Level One record shall include:

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

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

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

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

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