

In pursuit of establishing the veracity of the allegations in their *Fourth Amended Complaint*, Plaintiffs have sought discovery regarding PISD's various processes, practices and procedures, investigations, and knowledge of the sexual abuse inflicted upon Janie Doe 1 and Janie Doe 2. Based on the discovery that has occurred to date, it undisputed that PISD was not proactively monitoring the bus surveillance videos, but instead, only reviewed the bus surveillance videos after an incident was reported. The videos were merely there to provide evidence of an incident occurring and were not there to prevent an incident from occurring. Thus, PISD has taken the position that it was incumbent on Janie Doe 1 and Janie Doe 2 and/or Mr. Paniagua to report the sexual abuse before PISD would have undertaken any review of the videos.

Even to the extent PISD asserts that it reviews bus video footage when performing drivers' annual reviews, the undisputed evidence shows that Mr. Paniagua's annual evaluation for the 2021-2022 school year occurred in April of 2022. At the time his review was being conducted, there were twelve (12) videos from his bus depicting his abuse of Janie Doe 1 and Janie Doe 2, as those same videos were the ones reviewed by Officer Parrish Cundiff following the Does' May 7 outcry.

Moreover, despite internal discussions among the PISD Executive Cabinet and other PISD employees about measures that may prevent or mitigate this type of conduct from occurring in the future, PISD deliberately decided not to implement additional measures such as monthly auditing of bus videos, implementing the live monitoring feature of the bus surveillance system, or placing a second adult on each bus during bus routes. When asked why PISD deliberately decided not to implement any of these measures, the response was that these measures were "unreasonable" and not financially feasible, despite the fact that as of July 31, 2022, PISD had a surplus operating budget of more than \$30 million dollars.

Moreover, PISD employees admitted that actions such as kissing a student, providing gifts to a student, and other such inappropriate conduct were “red flags” that should have been reported. However, when questioned as to why none of the six monitors, who were assigned to the bus drop off area, noticed such “red flag” behavior, PISD employees provided excuses such as “it was dark outside,” and “they were on the bus.”

While the depositions of PISD employees and its corporate representative have provided evidence as to PISD’s practices, it has become apparent during these depositions that there are documents that exist and have not yet been produced such documents despite being requested in written discovery. For example, since the inception of this litigation, Plaintiffs have requested the production of any videos depicting Mr. Paniagua and/or Janie Doe 1 and Janie Doe 2. PISD refused to provide these videos; however, during the depositions of PISD employees, none of these employees objected to providing Plaintiffs with a copy of the videos. When the undersigned counsel spoke with PISD’s counsel regarding the production of these videos, PISD’s counsel indicated that it would be willing to produce the videos if the Court orders such production.

Additionally, it has come to Plaintiffs’ attention that there were several sexual assaults that were reported to PISD during the 2021-2022 school year; however, none of the information regarding these assaults was provided in written discovery despite such information being responsive to Plaintiffs’ Interrogatory No. 8 and despite Police Chief Chad Vessels testifying that it would not be burdensome to pull incident reports from the Department’s records. When the undersigned counsel spoke with PISD’s counsel regarding these complaints and other complaints made against PISD employees, PISD’s counsel reiterated that it was working with PISD to provide the requested documents; however, PISD has still failed to produce the requested complaints.

Similarly, it was discovered during depositions that members of the PISD Executive Cabinet, including Superintendent Holly Ferguson, had a group text message thread with other members of the Executive Cabinet wherein they discussed Mr. Paniagua and/or the allegations in this lawsuit, including any possible measures that may prevent or mitigate future sexual abuse of students. Additionally, Dr. Ferguson testified during her deposition that she had received email complaints from Prosper parents regarding Mr. Paniagua and the allegations made against him. However, none of these text messages and emails have been produced despite being responsive to various Requests for Production including, but not limited to, Request for Production Nos. 43 and 44.

Moreover, members of the PISD Executive Cabinet utilized a Google document to discuss either Mr. Paniagua and/or the allegations made in this case, including possible solutions to preventing or mitigating the possibility of future sexual abuse of its students. However, based on representations by PISD's counsel, these documents seemingly no longer exist despite PISD having a duty to preserve evidence in this matter. In light of the destroyed documents, Plaintiffs respectfully request the Court compel PISD to explain why these documents were not preserved and ultimately produced. Despite the Parties' efforts to resolve these issues outside of court, PISD has failed to provide the requested documents, and Court intervention is thus necessary.

ARGUMENTS AND AUTHORITIES

I. STANDARD OF REVIEW

Federal Rule of Civil Procedure 37(a) governs motions to compel discovery responses. *See* FED. R. CIV. P. 37(a). Rule 37(a)(3)(B) provides that a party seeking discovery may move for an order compelling production against another party when the latter has failed to produce documents requested under Federal Rule of Civil Procedure 34. *See* FED. R. CIV. P. 37(a)(3)(B)(iii)-(iv).

As to responding to requests for production, “[f]or each item or category, the response must either state that inspection and related activities will be permitted as requested or state with specificity the grounds for objecting to the request, including the reasons.” FED. R. CIV. P. 34(b)(2)(B). Inherent in these permissible responses is the duty that prior to responding, the responding party must review its files to determine whether it has responsive documents and, if so, how and when they will be produced. *See BioTE Med., LLC v. Jacobsen*, 2021 WL 327505, at *3 (E.D. Tex. Feb. 1, 2021) (“Critically, parties must make ‘a reasonable inquiry before conducting or opposing discovery.’”), *quoting Smith v. Our Lady of the Lake Hosp., Inc.*, 960 F.2d 439, 448 (5th Cir. 1992).

Stated differently, Rule 34(b)(2)(B) does not permit the responding party to locate and produce documents on its own time at some later unknown date. *See Lozada-Leoni v. MoneyGram Int’l, Inc.*, 2020 WL 10046089, at *9 (E.D. Tex. July 8, 2020) (“A party who needs more time to respond or answer should ask for more time by explaining first to the requesting party- and, if necessary, to the court- what the responding party has done so far to search for and locate responsive information or documents and why it needs more time to answer or respond to some or all of the discovery requests and how much additional time it needs.”).

Further, litigants have a continuing responsibility under Federal Rule of Civil Procedure 26(e) to supplement or correct their responses in a timely manner “if ‘the party learns that in some material respect the information disclosed is incomplete or incorrect and if the additional or corrective information has not otherwise been made known to the other parties during the discovery process or in writing.’” *Sierra Club, Lone Star Chapter v. Cedar Point Oil Co.*, 73 F.3d 546, 570, n. 42 (5th Cir. 1996), *quoting* FED. R. CIV. P. 26(e)(1)(A). In sum, parties have a duty to timely supplement incomplete or incorrect discovery responses as required by the Federal Rules

of Civil Procedure. *Id.* Any statement in a response to discovery “reserving the ‘right’ to supplement discovery responses ‘merely reflects an already existing duty, pursuant to Fed[eral Rule of Civil Procedure] 26(e).’” *Heller v. City of Dallas*, 303 F.R.D. 466, 484 (N.D. Tex. 2014), quoting *Zapata v. IBP, Inc.*, 1995 WL 2939331, at *1 (D. Kan. May 10, 1995).

If a responding party contends that there are no responsive documents to a request for production, the responding party must specifically state whether it lacks possession, custody, or control of the documents, or alternatively, whether the requested documents do not exist. *Smith v. Am. Pain & Wellness, PLLC*, 2024 WL 4535619, at *4 (E.D. Tex. Oct. 21, 2024); see also *Bevill*, 2022 WL 14318439, at *7 (directing a party to prove the requesting party with an explanation for its inability to produce responsive documents).

A. VIDEOS FROM MR. PANIAGUA’S SCHOOL BUS (REQUEST FOR PRODUCTION NOS. 37 AND 38)

In their Request for Production No. 37, Plaintiffs sought the production of all surveillance and/or monitoring videos from the bus drive by Frank Paniagua from January 2019 through the date of his termination. Exhibit 1, *PISD’s Response to Request for Production No. 37*. PISD objected to this Request and instead referred Plaintiffs to other documents it had produced in discovery, namely the Incident Report from PISD’s Police Department. *Id.* Similarly, in Request for Production No. 38, Plaintiffs sought the production of all surveillance and/or monitoring videos from the bus driven by Frank Paniagua that depicts either Janie Doe 1 or Janie Doe 2 from January 2019 through the date of his termination. Exhibit 1, *PISD’s Response to Request for Production No. 38*. Again, PISD objected to this Request and instead referred Plaintiffs to other documents it had produced in discovery, namely the Incident Report from PISD’s Police Department. *Id.*

As discovery progressed in this matter, it was made known that due to PISD’s video monitoring system, PISD was only able to access 12 videos from Mr. Paniagua’s school bus, each

of which depicts Mr. Paniagua's inappropriate conduct toward Janie Doe 1 and Janie Doe 2. These videos were downloaded from the system and preserved on a thumb drive, which is currently in the possession of PISD's Police Department. PISD's counsel also possesses a copy of the thumb drive. Per representations from PISD's counsel, Jane Matthews, an attorney for PISD, has reviewed those videos and made notes regarding what was depicted in the videos.

However, despite repeated requests from Plaintiffs, and with no objection by PISD witnesses, PISD has still not provided the undersigned counsel with the videos. During the meet and confer on this matter, PISD stated that it did not object to producing the requested videos if it were ordered to do so by the Court. Accordingly, Plaintiffs respectfully request the Court enter an Order compelling PISD to produce the requested videos.

B. TEXT MESSAGES, EMAILS AND GOOGLE DOCS TO AND FROM PISD EMPLOYEES INCLUDING, BUT NOT LIMITED TO, HOLLY FERGUSON (REQUESTS FOR PRODUCTION NOS. 43-60)

Plaintiffs respectfully request that PISD produce text messages among and between members of the PISD Executive Cabinet regarding Mr. Paniagua and/or the allegations in this lawsuit along with all emails Ms. Ferguson received regarding Mr. Paniagua and/or the allegations in this lawsuit. In the alternative, to the extent such text messages no longer exist, PISD should be compelled to provide an explanation as to why those messages were not preserved.

Superintendent Holly Ferguson testified during her deposition that she had a group text message chat with other members of the PISD Executive Cabinet, which would have included, among others, Chief Vessels, George Bradley (former Assistant Superintendent) and Anna Hamrick (the former Director of Transportation at PISD). However, despite being asked to provide any and all text messages discussing Mr. Paniagua and/or the allegations made in this matter, PISD has failed to turn over any such text messages. Exhibit 2, PISD's Responses to Plaintiffs' Second

Requests for Production at Request for Production Nos. 43 and 44. Dr. Ferguson further testified that she had received emails, including complaints, from members of the PISD community regarding Mr. Paniagua and/or the allegations in this lawsuit. However, such emails have not been produced, and Dr. Ferguson could not provide any explanation as to why those emails were not produced.¹

Similarly, during former Assistant Superintendent George Bradley's deposition, he testified that he was asked to search his cell phone for any text messages relating to Mr. Paniagua and/or the allegations made in this action and that any text messages he had would have been turned over to PISD's counsel. However, no such text messages have been produced in this case. Exhibit 2, *PISD's Responses to Plaintiffs' Second Requests for Production* at Request for Production Nos. 49 and 50. He further testified that he and members of the PISD Executive Cabinet utilized a Google document to discuss aspects of this litigation including possible steps PISD could take to mitigate or prevent the future sexual abuse of students. However, PISD's counsel informed the undersigned counsel that the aforementioned Google document no longer exists.

To the extent PISD maintains that such text messages, emails and Google documents no longer exist, PISD should be compelled to provide an explanation as to why those text messages no longer exist. Plaintiffs issued written discovery asking PISD to identify any documents that PISD has destroyed, lost, misplaced, or otherwise discarded that address, relate to, refer to, or otherwise discuss the claims and allegations in this case . . . including the date the document(s) was destroyed, why the document was destroyed and who authorized the destruction thereof.

Exhibit 3, *PISD's Supplemental Response to Interrogatory No. 17*.

¹ Notably, such documents are also responsive to Request for Production No. 29, which sought the production of "all correspondence, whether written or electronic, from any third party received by Prosper ISD regarding the claims and allegations in this lawsuit, Frank Paniagua, or sexual abuse of students."

Moreover, PISD's own internal policies mandate that such text messages and electronic communications should be forwarded or transferred to PISD to be preserved. More specifically, the 2021-2022 Employee Handbook provides the following,

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved.

Exhibit 4, *2021-2022 PISD Employee Handbook* at DEF 000979. Thus, even by PISD's own policies, these electronic communications should have been preserved and subsequently produced in this litigation.

Finally, PISD had a duty to preserve evidence, which arose when it knew or reasonably should have known that litigation is anticipated. Plaintiffs maintain that this duty arose when the outcry was made on May 7, 2022, particularly given the repeated, pervasive inappropriate conduct that was reported. At the very latest, this duty arose on July 12, 2022 when the undersigned counsel issued a Letter of Representation and Demand for Preservation of Evidence, wherein the undersigned counsel requested and demanded "that Prosper ISD, its employees, agents and affiliates . . . preserve- and not alter in any way- any evidence regarding the above-referenced matter." Exhibit 5, *Letter of Representation and Demand for Preservation of Evidence*. The Letter further provides what information the undersigned counsel requested be preserved including "all electronic data in any way related to the above-referenced matter." *Id.* Therefore, at the very latest, PISD reasonably should have known that litigation was anticipated on July 12, 2022 when it received the Letter of Representation and Demand for Preservation of Evidence.

Accordingly, PISD should be compelled to provide the requested electronic documents, or in the alternative, explain why these text messages and other electronic documents were not preserved despite its own policy mandating such preservation and its independent duty to preserve evidence.

C. COMPLAINTS MADE AGAINST PISD EMPLOYEES. (INTERROGATORY NO. 8)

In Interrogatory No. 8, Plaintiffs sought information pertaining to other incidents involving Prosper PISD agents, employees, and/or servants related to allegations of sexual abuse or harassment of students from 2016 to the present. In response, PISD objected and stated that “it has no records of any allegations of sexual misconduct regarding Paniagua prior to the report from Jane Doe in this matter.” Exhibit 3, *PISD’s Supplemental Response to Interrogatory No. 8*.

PISD’s Response is patently deficient. First, the Interrogatory is not limited solely to complaints made against Mr. Paniagua. Rather, it seeks information regarding any PISD agent, employee and/or servant. Second, discovery in this case establishes that this Response is simply inaccurate. In discovery, PISD produced a document that bears no title and cannot be identified by any PISD deponent as to who produced it or where the information contained therein came from. What is clear from the document is that during the 2021-2022 school year, there were multiple sexual assaults reported to PISD.² There is also patent discrepancy in this document as one page of the document identifies a higher number of sexual assaults reported to PISD than a different page of that same document.

To the extent that PISD objected to this Interrogatory as being “unduly burdensome,” such objection was directly contradicted by Chief Chad Vessels, the current Chief of the PISD Police Department. During Chief Vessel’s deposition, he testified extensively regarding the PISD Police Department’s records system. Specifically, he testified that the PISD Police Department maintains incident reports and case records dating back at least a decade and that these records were easily searchable. For example, if one wanted to identify any incident report that referenced sexual abuse or sexual harassment, all Chief Vessels or other police officer would need to do is enter the specific

² This document was produced by PISD during discovery and is identified by bates label DEF 001499-1501. A copy of this document will be produced to the Court with a courtesy copy of this *Motion* and all exhibits.

code for that conduct, and a link to all the incident reports referencing that code would appear. One could then click on the link to the incident report, and the incident report would appear on the screen. This is not a difficult or burdensome search for anyone to conduct, which is presumably why PISD's legal counsel represented to the undersigned counsel that such documents had been requested to be pulled. However, as of the date of this filing, Plaintiffs still have not received the requested information and/or documents. Thus, the Court should enter an Order compelling PISD to produce the requested information.

WHEREFORE, premises considered, Plaintiffs hereby submit their *Motion to Compel Discovery* and respectfully request that the Court enter an Order compelling Defendant Prosper Independent School District to provide the requested documents and information.

Respectfully submitted,

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CERTIFICATE OF CONFERENCE

Pursuant to LR 7.1, Counsel for Plaintiffs has conferred both in person and via email regarding the supplementation of the aforementioned discovery requests.

CERTIFICATE OF SERVICE

I hereby certify that on December 1, 2025, a true and correct copy of the foregoing was e-served on all counsel of record.

/s/ Levi G. McCathern, II
Levi G. McCathern, II

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

**JANE AND JOHN DOE, AS NEXT
FRIENDS OF JANIE DOE 1 AND
JANIE DOE 2, MINOR CHILDREN,
*Plaintiffs***

VS.

**PROSPER INDEPENDENT SCHOOL
DISTRICT, HOLLY FERGUSON,
ANNAMARIE HAMRICK, AND
ANNETTE PANIAGUA EX REL. THE
ESTATE OF FRANK PANIAGUA,
*Defendants***

Civil Action No. 4:22-cv-00814

Jury Trial Demanded

**ORDER GRANTING PLAINTIFFS' MOTION TO COMPEL DISCOVERY AS TO
PROSPER INDEPENDENT SCHOOL DISTRICT**

On this date came to be considered Plaintiffs' *Motion to Compel Discovery as to Prosper Independent School District*. After considering the pleadings and evidence presented, the Court is of the opinion that the *Motion* is well taken and is hereby **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Defendant Prosper Independent School District shall be compelled to serve a supplemental response to Interrogatory No. 8, setting forth information pertaining to other incidents involving Prosper ISD agents, employees, and/or servants related to allegations of sexual abuse or harassment of students from 2016 to the present, within _____ days of this Order. Alternatively, Defendant Prosper Independent School District can provide copies of all documentation and/or incident reports regarding other incidents involving Prosper PISD agents, employees, and/or servants related to allegations of sexual abuse or harassment of students from 2016 to the present.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Defendant Prosper Independent School District shall be compelled serve supplemental document production with corresponding bates numbers in response to Request Nos. 37, 38, and 43-60 within _____ days of this Order.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that if Defendant Prosper Independent School District no longer possesses any of the responsive documents to the above-referenced discovery requests, Prosper shall be compelled to serve a supplemental response to Interrogatory No. 17 setting forth in its response the date the document(s) was destroyed, why the document was destroyed and who authorized the destruction thereof within _____ days of this Order.

It is so ordered this _____ day of December, 2025.

PAGE 1

(214) 369-1300 (office)
(214) 987-9649 (telecopier)

**COUNSEL FOR DEFENDANT PROSPER
INDEPENDENT SCHOOL DISTRICT**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served to all attorneys of record for current parties, in compliance with Rule 5 of the Federal Rules of Civil Procedure, on this the 12th day of May, 2025.

/s/ Christopher D. Livingston
CHRISTOPHER D. LIVINGSTON

GENERAL RESPONSES

1. Facts and evidence now known, or the relevance or consequences of such facts and evidence, may be imperfectly understood at this time. Accordingly, such facts and evidence may, in good faith, not be included in these responses.

2. Defendant's response, as set forth below, are based upon its diligent and good faith investigation conducted to date and are without prejudice to its right to use and to rely upon additional documentary and testimonial evidence at trial and/or in any other proceedings, in this action.

3. Defendant objects that Plaintiffs appear to be seeking attorney-client privileged correspondence and attorney work product. To the extent that any interrogatory or request for production seeks such information, Defendant objects and states that such information is privileged.

RESPONSES TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that Frank Paniagua violated Ethical Conduct Standard 3.5 as set forth in the Texas Educators' Code of Ethics when he intentionally, knowingly or recklessly engaged in physical mistreatment, neglect or abuse of Janie Doe 1.

RESPONSE:

Admit that Mr. Paniagua's conduct would violate any applicable ethical standard.

REQUEST FOR ADMISSION NO. 2: Admit that Frank Paniagua violated Ethical Conduct Standard 3.5 as set forth in the Texas Educators' Code of Ethics when he intentionally, knowingly or recklessly engaged in physical mistreatment, neglect or abuse of Janie Doe 2.

RESPONSE:

Admit that Mr. Paniagua's conduct would violate any applicable ethical standard.

REQUEST FOR ADMISSION NO. 3: Admit that Frank Paniagua violated Ethical Conduct Standard 3.6 as set forth in the Texas Educators' Code of Ethics when he solicited or engaged in sexual conduct with Janie Doe 1.

RESPONSE:

Admit that Mr. Paniagua's conduct would violate any applicable ethical standard.

REQUEST FOR ADMISSION NO. 4: Admit that Frank Paniagua violated Ethical Conduct Standard 3.6 as set forth in the Texas Educators' Code of Ethics when he solicited or engaged in sexual conduct with Janie Doe 2.

RESPONSE:

Admit that Mr. Paniagua's conduct would violate any applicable ethical standard.

REQUEST FOR ADMISSION NO. 5: Admit that Prosper ISD had received complaints regarding Frank Paniagua prior to May of 2022.

RESPONSE:

Denied.

REQUEST FOR ADMISSION NO. 6: Admit that Prosper ISD was aware of complaints regarding Frank Paniagua's behavior toward students.

RESPONSE:

Denied.

REQUEST FOR ADMISSION NO. 7: Admit that as of January 9, 2023, Prosper ISD had not submitted any misconduct reports regarding Frank Paniagua to the Misconduct Reporting Portal of the Texas Education Agency.

RESPONSE:

On Tuesday, May 10, 2022, Mr. Paniagua's employment was terminated and Collin County law enforcement personnel arrested Mr. Paniagua. On May 13, 2022, the Superintendent understood that Mr. Paniagua died by suicide after he jumped off a second story hallway or balcony in the Collin County Jail. This time was well within the period for reporting that an employee who had been accused of sexually abusing students had been terminated. Defendant admits that it did not report through the Misconduct Reporting Portal Paniagua's misconduct, arrest, and termination.

REQUEST FOR ADMISSION NO. 8: Admit that Prosper ISD did not notify any family of Rucker Elementary that Frank Paniagua was accused of child sexual abuse.

RESPONSE:

Denied.

REQUEST FOR ADMISSION NO. 9: Admit that Prosper ISD failed to investigate complaints and/or concerns regarding Frank Paniagua's inappropriate conduct toward students.

RESPONSE:

Denied. Defendant immediately initiated an investigation into Mr. Paniagua's conduct upon receiving a complaint from Plaintiff Jane Doe. Mr. Paniagua was terminated and arrested within days of the complaint.

REQUEST FOR ADMISSION NO. 10: Admit that Prosper ISD did not notify or otherwise report to the Texas Education Agency that Frank Paniagua was terminated and that there was evidence that he "abused or otherwise committed an unlawful act with a student or minor" or "solicited or engaged in sexual contact with a student or minor."

RESPONSE:

Defendant objects to this request as disproportionate to the needs of the case because it is irrelevant to Plaintiffs claims in this case and Plaintiffs are not the Texas Education Agency, who would have sole authority to investigate and determine if such a report was necessary and sufficient. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case. Furthermore, subject to and without waiving the foregoing objection, Defendant states that on Tuesday, May 10, 2022, Mr. Paniagua's employment was terminated and Collin County law enforcement personnel arrested Mr. Paniagua. On May 13, 2022, the Superintendent understood that Mr. Paniagua died by suicide after he jumped off a second story hallway or balcony in the Collin County Jail. This time was well within the period for reporting that an employee who had been accused of sexually abusing students had been terminated.

REQUEST FOR ADMISSION NO. 11: Admit that prior to May of 2022, Prosper ISD never reviewed or watched any video footage from the bus driven by Frank Paniagua.

RESPONSE:

Denied.

REQUEST FOR ADMISSION NO. 12: Admit that Prosper ISD never investigated Frank Paniagua.

RESPONSE:

Denied. Defendant immediately initiated an investigation into Mr. Paniagua's conduct upon receiving a complaint from Plaintiff Jane Doe. Mr. Paniagua was terminated and arrested within days of the complaint.

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: Please specifically identify by full name, address, position, title or role and relationship to PISD each and every person answering or assisting in answering and/or

gathering documents and things responsive to Plaintiff Jane Doe's *First Set of Written Discovery to Prosper Independent School District*.

ANSWER:

Dr. Holly Ferguson
Jeff Crownover
c/o Thomas P. Brandt
Fanning Harper Martinson Brandt & Kutchin, PC
One Glen Lakes
8140 Walnut Hill Lane
Suite 200
Dallas, Texas, 75231
(214) 369-1300

INTERROGATORY NO. 2: Identify all individuals you intend to call as a fact witness to testify at trial of this matter and provide the witness' name, address, phone number and a detailed summary of the witness' testimony.

ANSWER:

Defendant will provide this information in accordance with the Scheduling Order on file with the Court.

INTERROGATORY NO. 3: Please state the name of each expert you intend to call as a witness to testify at deposition or trial in this matter.

ANSWER:

Defendant will provide this information in accordance with the Scheduling Order on file with the Court.

INTERROGATORY NO. 4: With regard to each expert opinion of each expert witness identified in your answer to Interrogatory No. 3 above, please identify with specificity any documents, writings, treatises, publications, articles, or other authoritative sources which the expert reviewed in forming the expert's opinions and/or which the expert is expected to testify that said authoritative sources and/or writings support an expert's opinions.

ANSWER:

Defendant will provide this information in accordance with the Scheduling Order on file with the Court.

INTERROGATORY NO. 5: Please state whether you or anyone acting on your behalf, including your attorneys or investigators, possess any transcribed or recorded statements or

conversations of any person, pertaining to the issues giving rise to this litigation. If your answer is anything other than an unqualified negative, please state the following:

- (a) The identity of every person involved in each statement or conversation;
- (b) The date and time that each statement or conversation was obtained;
- (c) The substance of each statement or conversation; and
- (d) The person currently in possession of such recordings or transcriptions.

ANSWER:

Defendant objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or attorney work-product doctrine. Subject to and without waiving the foregoing, Defendant states none at this time.

INTERROGATORY NO. 6: Please state the name, address and telephone number of each and every person, including eyewitnesses and other individuals, having any knowledge of the facts relative to the claims and allegations in this lawsuit.

ANSWER:

Defendant refers Plaintiffs to the individuals identified in the Defendant's Supplemental Initial Disclosures.

INTERROGATORY NO. 7: Please state the factual basis for any and all affirmative defenses on which you intend to rely for purposes of this litigation.

ANSWER:

Defendant refers Plaintiffs to Defendant's Answer to Plaintiffs' Original Petition. Defendant further states that contends that the following facts will be established at trial:

Prosper ISD unequivocally forbids its employees to engage in the type of conduct which Plaintiffs allege concerning former bus driver, Frank Paniagua. Prosper ISD personnel are outraged by Mr. Paniagua's alleged conduct.

Prior to Saturday, May 7, 2022, when Jane Doe made a complaint about Mr. Paniagua, no Prosper ISD official or employee with supervisory authority over Mr. Paniagua had received any complaint about his conduct with students. After receiving Jane Doe's complaint, Prosper ISD never permitted Mr. Paniagua to drive a bus again. Instead, Prosper ISD personnel:

- a. reported Jane Doe's complaint to the Collin County Child Advocacy Center and the Department of Family and Protective Services;
- b. placed Mr. Paniagua on administrative leave;
- c. reviewed video recordings of the bus routes on which Janie Doe 1 and Janie Doe 2 rode;
- d. provided information to outside law enforcement agencies who were investigating Jane Doe's complaint;

- e. terminated Mr. Paniagua's employment;
- f. repeatedly communicated with Jane Doe about the situation; and
- g. contacted parents of other children who rode in the elementary school bus route that Mr. Paniagua drove during that year.

Before hiring Mr. Paniagua, Prosper ISD personnel:

- a. checked his references;
- b. uploaded his fingerprints to a nationwide criminal database; and
- c. used a third party vendor to run a background check encompassing national sex-offender databases, but no red flags arose.

The Prosper ISD employees who monitored student drop-off in the mornings at Janie Doe 1 and Janie Doe 2's school did not perceive anything out of the ordinary in connection with any bus dropping off students during the 2021-22 school year.

During the 2021-22 school year, Janie Doe 1 and Janie Doe 2's teachers did not observe any signs which indicated that the girls were experiencing abuse. Instead, the teachers perceived the girls as being happy, cheerful, and engaged with schoolwork and friends.

At 7:27 p.m. on Saturday, May 7, 2022, Jane Doe emailed the Prosper ISD Police Chief about an urgent situation regarding Mr. Paniagua, claiming, for the first time, that Janie Doe 1 and Janie Doe 2 indicated inappropriate touching and other inappropriate behavior from Mr. Paniagua.

During the evening of Saturday, May 7, 2022 the Prosper ISD police officer who was on duty called Jane Doe to obtain more information and then shared the information he learned from Jane Doe with Prosper ISD administrators. These administrators decided to place Mr. Paniagua on administrative leave to prevent him from having further contact with students.

On Sunday, May 8, 2022, the Prosper ISD police officer who spoke with Jane Doe reported Jane Doe's complaint about Mr. Paniagua to the Department of Family and Protective Services and to the Collin County Child Advocacy Center and the Collin County Child Crimes Rural Task Force.

During the weekend of May 7-8, 2022, Prosper ISD administrators contacted Mr. Paniagua and directed him to report to administration instead of driving his morning routes on Monday, May 9, 2022.

Early in the morning on Monday, May 9, 2022, Prosper ISD administrators met with Mr. Paniagua and placed him on administrative leave, forbidding him from attending school-sponsored or school-related activities.

Also on Monday, May 9, 2022, Prosper ISD police personnel reviewed videos from Mr. Paniagua's bus route on which Janie Doe 1 and Janie Doe 2 rode. Prosper ISD personnel provided information about these videos to investigators from the Collin County Children's Advocacy Center, the Department of Family and Protective Services, and the Collin County Child Crimes Rural Task Force and provided copies of these videos to investigators from the Collin County Children's Advocacy Center.

On Tuesday, May 10, 2022, Prosper ISD administrators terminated Mr. Paniagua's employment.

During the evening of Tuesday, May 10, 2022, Prosper ISD administrators contacted parents of other students who rode on the elementary school bus route Mr. Paniagua drove during that year.

Late in the evening of Tuesday, May 10, 2022 Mr. Paniagua was arrested.

During the morning of Wednesday, May 11, 2022, the Prosper ISD Superintendent called Jane Doe and spoke to her for more than twenty minutes. The Superintendent offered Jane Doe and her family any support the school district could provide for as long as Janie Doe 1 and Janie Doe 2 attend school in Prosper ISD. The Superintendent specifically offered support from the Prosper ISD counseling department, police department, and communications department. The Superintendent did not ask Jane Doe to stay silent.

During the evening of May 11, 2022, Jane Doe emailed the Superintendent thanking her for her call that morning. Jane Doe asked the Superintendent to minimize the number of people who know about the situation in order to protect the girls' anonymity. The Superintendent replied to Jane Doe's email later that evening. The Superintendent said she would make sure that the girls' Principal addresses the anonymity with the girls' teachers. The Superintendent asked Jane Doe to let her know if there was anything else she could do.

On May 25, 2022, Jane Doe emailed the girls' Principal to ask that the Principal not notify the girls' future teachers about the abuse. Jane Doe said there was no reason for multiple staff and teachers to be involved in this very sensitive and private matter. The Principal called Jane Doe and agreed to abide by her wishes.

INTERROGATORY NO. 8: For the five years preceding the filing of the instant litigation, please identify and provide a brief description of any other incidents involving Prosper ISD agents, employees, and/or servants related to allegations of sexual abuse or harassment of students.

ANSWER:

Defendant objects that this interrogatory is irrelevant, unlikely to lead to the discovery of admissible evidence, and a fishing expedition into Defendant's files. Defendant further objects that the interrogatory is disproportionate to the needs of the case and it would be unduly burdensome for Defendant to review all its records for any "allegations of ... harassment." This would necessarily include any peer-on-peer "harassment" such as allegations of bullying that have nothing to do with the allegations in this matter. Subject to and without waiving the foregoing objections, Defendant states that it has no records of any allegations of sexual misconduct regarding Paniagua prior to the report from Jane Doe in this matter.

INTERROGATORY NO. 9: Identify each and every person by full name and title/position that had access to and/or was responsible for reviewing surveillance video footage from Prosper ISD buses.

ANSWER:

Defendant objects that this interrogatory is not properly limited in time or scope. Defendant further objects that this interrogatory is vague and ambiguous because the term “access to” is undefined. Subject to and without waiving the foregoing objections, Defendant would be willing to meet and confer to understand Plaintiffs’ position on why this request is legitimate and proportional to the needs of the case.

INTERROGATORY NO. 10: If your response to Request for Admission No. 1 is anything other than an unqualified admission, please set forth the entire factual basis for your denial.

ANSWER:

Defendant refers Plaintiffs to the response to Request for Admission No. 1.

INTERROGATORY NO. 11: If your response to Request for Admission No. 2 is anything other than an unqualified admission, please set forth the entire factual basis for your denial.

ANSWER:

Defendant refers Plaintiffs to the response to Request for Admission No. 2.

INTERROGATORY NO. 12: If your response to Request for Admission No. 3 is anything other than unqualified admission, please set forth the entire factual basis for your denial.

ANSWER:

Defendant refers Plaintiffs to the response to Request for Admission No. 3.

INTERROGATORY NO. 13: If your response to Request for Admission No. 4 is anything other than an unqualified admission, please set forth the entire factual basis for your denial.

ANSWER:

Defendant refers Plaintiffs to the response to Request for Admission No. 4.

INTERROGATORY NO. 14: If your response to Request for Admission No. 9 is anything other than an unqualified admission, please set forth in detail the steps you undertook and the results of any investigation you conducted into complaints and/or concerns regarding Frank Paniagua’s inappropriate conduct toward students.

ANSWER:

Defendant refers Plaintiffs to the response to Interrogatory No. 7 and further states that Defendant had not received any complaints of grooming, child abuse, sexual harassment, or

other inappropriate conduct toward students regarding Mr. Paniagua prior to Saturday, May 7, 2022.

INTERROGATORY NO. 15: If your response to Request for Admission No. 10 is anything other than an unqualified admission, please set forth the date you made any report to the Texas Education Agency, who made such report on behalf of Prosper ISD, and the contents of such report.

ANSWER:

Defendant objects to this interrogatory as disproportionate to the needs of the because it is irrelevant to Plaintiffs claims in this case and Plaintiffs are not the Texas Education Agency, who would have sole authority to investigate and determine if such a report was necessary and sufficient. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

INTERROGATORY NO. 16: If your response to Request for Admission No. 11 is anything other than an unqualified admission, please identify the date of each video reviewed, the date on which the video was recorded, who reviewed such video and the contents of the video.

ANSWER:

Defendant objects that this interrogatory is not properly limited in time or scope. Subject to and without waiving the foregoing objections, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

INTERROGATORY NO. 17: Identify any documents that Prosper ISD has destroyed, lost, misplaced, or otherwise discarded that address, relate to, refer to, or otherwise discuss the claims and allegations in this case and/or sexual abuse including the date the document(s) was destroyed, why the document was destroyed and who authorized the destruction thereof.

ANSWER:

Defendant objects to the extent that this interrogatory is seeking documents protected under the attorney-client privilege or attorney-work product doctrine. Defendant further objects that this interrogatory is not properly limited in time or scope. Defendant further objects that this interrogatory is vague and ambiguous as it does not define what claims or allegations it is referring to and, therefore, constitutes a fishing expedition as it requests every document in Defendant's possession or that has been in Defendant's possession regarding whatever claims or allegations Plaintiffs are referring to. Subject to and without waiving the foregoing objections, Defendant states that bus videos are overwritten every 30 days in accordance with Defendant's video retention policies unless a complaint or incident comes to Defendant's attention.

INTERROGATORY NO. 18: Identify each and every person by full name and title/position that had access to and/or was responsible for reviewing GPS data from Prosper ISD buses.

ANSWER:

Defendant objects that this interrogatory is not properly limited in time or scope. Defendant further objects that this interrogatory is vague and ambiguous because the term “access to” is undefined. Defendant further objects that this interrogatory is unduly burdensome and harassing. For example, Plaintiffs allege that Defendant “adopted and implemented the use of an ‘innovative’ mobile device app and website entitled Here Comes the Bus®” that could be accessed by parents. Are Plaintiffs asking Defendant to identify Plaintiffs and other parents? Subject to and without waiving the foregoing objections, Defendant would be willing to meet and confer to understand Plaintiffs’ position on why this request is legitimate and proportional to the needs of the case.

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO.1: Please produce all reports made by Prosper ISD and/or any of its supervisors and/or employees to the Texas Education Agency from January 2019 through January 2023.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case. Defendant further objects that Plaintiffs have not attempted to limit the scope of the request to sexual abuse allegations or other claims. Defendant further objects to this request because Plaintiffs are not the Texas Education Agency (“TEA”) and reports to the TEA may contain information privileged by the attorney-client privilege, attorney work product doctrine, and other privileges. Additionally, the reports themselves may be privileged under Texas law to the extent that the reports were unfounded, dismissed, the educator was exonerated, or the reports were otherwise dismissed.

REQUEST FOR PRODUCTION NO. 2: Please produce Frank Paniagua’s entire employment or personnel file, however named, including, but not limited to, his application for employment, background checks, complaints, grievances, investigations, reviews, training and education materials, and reprimands.

RESPONSE:

Defendant refers Plaintiffs to DEF 000001-DEF 000185, DEF 000235-DEF 000370, and DEF 000372-DEF 000383, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 3: Please produce any and all documents including notices, whether direct or indirect, regarding Frank Paniagua’s prohibited conduct, i.e., sexual harassment and/or abuse, that were provided to Prosper ISD’s Title IX Coordinator, the ADA §

504, and/or the superintendent, as required in the “Harassment of Students” portion of the Prosper ISD Employee Handbook.

RESPONSE:

Defendant refers Plaintiffs to DEF 000186-DEF 000196, DEF 000371, and DEF 000384-DEF 000402, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 4: Please produce all Prosper ISD policies and procedures that were in effect from January 2019 through January 2023 relating or referring to sexual harassment and/or abuse of students including, but not limited to, Policies DH, DHB, FFG, FFH, FFI and DIA.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Defendant further objects that Plaintiffs have not attempted to limit the scope of the request to sexual abuse allegations or other claims. Subject to and without waiving the foregoing objections, Defendant refers Plaintiffs to DEF 000403-DEF 000705, DEF 000738-DEF 000757, and DEF 000810-DEF 001097, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 5: Please produce all Prosper ISD policies and procedures that were in effect from January 2019 through January 2023 relating to or referring to actual or suspected child abuse including, but not limited to, Policies DG, FFG, and GRA.

RESPONSE:

Defendant objects to this request as not properly limited in time and scope. Subject to and without waiving the foregoing objection, Defendant refers Plaintiffs to DEF 000403-DEF 000705, DEF 000738-DEF 000757, and DEF 000810-DEF 001097, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 6: Please produce all reports of actual or suspected child abuse made to law enforcement agencies, Child Protective Services (“CPS”) and/or any other appropriate state agency, as required pursuant to Texas Family Code § 261.001, from January 2019 through January 2023. [Names of the students may be redacted to preserve privacy interests.]

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case. Defendant further objects that Plaintiffs have not attempted to limit the scope of the request to sexual abuse allegations or other claims. Additionally, the reports themselves, as well as the complainant, may be privileged under Texas law. Subject to and without waiving the foregoing,

Defendant states that District personnel reported Mr. Paniagua to law enforcement following Jane Doe's report.

REQUEST FOR PRODUCTION NO. 7: Please produce all reports, documents or other notices made to the Rucker Elementary School principal or any other person at Rucker Elementary School regarding any actual or suspected abuse of students from January 2019 through January 2023. [Names of the students may be redacted to preserve privacy interests.]

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case. Additionally, the reports themselves, as well as the complainant, may be privileged under Texas law. Subject to and without waiving the foregoing, following a diligent search, Defendant has been unable to locate any reports of actual or suspect abuse of students by Mr. Paniagua from January 2019 through the date of his arrest with the exception of the one made by Jane Doe.

REQUEST FOR PRODUCTION NO. 8: Please produce all educational, training or other such informational materials including, but not limited to, PowerPoints, brochures, handouts, and computer training modules provided to Prosper ISD employees, from January 2019 through January 2023, regarding or related to sexual abuse or mistreatment of a child including, but not limited to, any such documents addressing warning signs of sexual abuse or maltreatment.

RESPONSE:

Defendant objects to this request as not properly limited in time and scope. Subject to and without waiving the foregoing objection, Defendant refers Plaintiffs to DEF 000403-DEF 000705, DEF 000738-DEF 000757, and DEF 000810-DEF 001097, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 9: Please produce any and all documents including, but not limited to, written communications, electronic communications, text messages, and voicemails, related to either Frank Paniagua and/or the minor children who are the subject of this lawsuit.

RESPONSE:

Defendant objects that this request is not properly limited in time and scope and it would be unduly burdensome for Defendant to obtain every document related to Mr. Paniagua of the minor children. Subject to and without waiving the foregoing objections, Defendant refers Plaintiffs to DEF 000001-DEF 000185, DEF 000235-DEF 000370, DEF 000372-DEF 000383, DEF 000197-000402, and DEF 001098-DEF 001099, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 10: Please produce all investigation files including, but not limited to, all notes, written statements, recorded statements, reports, memoranda and the results thereof, regarding any investigation of complaints made against Frank Paniagua.

RESPONSE:

Defendant objects to this request as not being properly limited in time and scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to DEF 000001-DEF 000185, DEF 000235-DEF 000370, and DEF 000372-DEF 000383, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 11: Please produce the Report by Thompson and Horton, LLP, including all drafts thereof, that was done pursuant to a request from the Board of Trustees, as identified in the Public Meeting Agenda from January 23, 2023.

RESPONSE:

Defendant objects that the term “Report” is undefined and that any report or drafts from Thompson and Horton LLP would be privileged under the attorney-client privilege and attorney work product doctrine.

REQUEST FOR PRODUCTION NO. 12: Please provide all “in-service training” materials including such materials related to any training on sexual abuse provided to district bus drivers from January 2020 to January 2023.

RESPONSE:

Defendant refers Plaintiffs to DEF 000406-DEF 000705 and DEF 000999-DEF 001043, which have previously been produced in this litigation.

REQUEST FOR PRODUCTION NO. 13: Please produce any and all logs, records, or other documents that reflect or otherwise indicate what videos, including which bus each video is from, are reviewed during the “4-6 week period in the winter or early spring” as set forth on pp. 6-7 of Holly Ferguson’s *Motion to Dismiss and Brief* from January 2019 through January 2023.

RESPONSE:

Defendant objects to this request because it is vague and fails to identify the document it is referring to since Dr. Ferguson filed multiple motions to dismiss, but only one between January 2019 and January 2023. Plaintiffs never responded to Dr. Ferguson’s *Schultea* defense asserted in Doc. 25. Defendant further objects that the request is argumentative and misstates the sentence in Doc. 25, because Dr. Ferguson referred to the 2021-22 school year. It is unclear what school year Plaintiffs are referring.

REQUEST FOR PRODUCTION NO. 14: Please produce each and every video viewed by the Prosper ISD transportation department as a result of reported problems or complaints on routes driven by Frank Paniagua from January 2019 through his date of termination.

RESPONSE:

Defendant objects that this request is not properly limited in time or scope and is disproportionate to needs of the case. Defendant further objects that, for example, any complaints regarding any peer-on-peer fight or other disturbance would be unlikely to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Defendant states it did not receive any reported problems or complaints about Mr. Paniagua grooming, abusing, sexual harassing, or otherwise being sexually inappropriate toward students prior to Saturday, May 7, 2022.

REQUEST FOR PRODUCTION NO. 15: Please produce each and every policy and procedure that refers to, relates to, or otherwise discusses video surveillance of the buses, bus routes and/or bus drivers that were in effect from January 2019 through January 2023.

RESPONSE:

Defendant refers Plaintiffs to DEF 000738-DEF 000757 and DEF 000810-DEF 001097, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 16: Please produce each and every policy and procedure that refers to, relates to or otherwise discusses GPS data or GPS monitoring of Prosper ISD school buses that were in effect from January 2019 through January 2023.

RESPONSE:

Defendant refers Plaintiffs to DEF 000738-DEF 000757 and DEF 000810-DEF 001097, which have been previously produced in this litigation.

REQUEST PRODUCTION NO. 17: Please produce a copy of any report including all attachments, exhibits, schedules or other similar documents that Prosper ISD submitted to the Texas Education Agency regarding Frank Paniagua.

RESPONSE:

Defendant objects to this request as disproportionate to the needs of the because it is irrelevant to Plaintiffs claims in this case and Plaintiffs are not the Texas Education Agency, who would have sole authority to investigate and determine if such a report was necessary and sufficient. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 18: Produce any written or recorded statement(s), other than with your attorney, which you have taken or which is in your possession regarding the claims and allegations in this lawsuit.

RESPONSE:

Defendant objects that this request is nothing more than a fishing expedition into Defendants files for “any ... statements ... regarding ... this lawsuit.” Defendant further objects that this request is not properly limited in time or scope and fails to identify whether Plaintiffs are seeking statements from witnesses, Defendant’s employees, or any statements at all. Subject to and without waiving the foregoing objections, Defendant refers Plaintiff to the public statement provided by the Board of Trustees in response to Plaintiffs’ lawsuit, which is already in Plaintiffs’ possession.

REQUEST FOR PRODUCTION NO. 19: Produce all transcripts, recordings or statements including, but not limited to, sworn statements made in any form regarding the claims and allegations in this lawsuit.

RESPONSE:

Defendant objects that this request is nothing more than a fishing expedition into Defendants files for “all ... recordings or statements ... regarding ... this lawsuit.” Defendant further objects that this request is not properly limited in time or scope and Plaintiffs fail to identify what they are seeking.

REQUEST FOR PRODUCTION NO. 20: Regarding all expert(s) identified in Interrogatory No. 3, please produce:

- (a) copy of the most recent curriculum vitae;
- (b) Current fee schedule;
- (c) All billing statements of each expert concerning any work done in this case;
- (d) All written reports, letters, documents, or memoranda prepared in whole or in part by such expert;
- (e) Any and all notes made by expert(s) during their review of documents relied upon in forming their opinions in this case;
- (f) Any writings, treatises, publications, articles, or other authoritative sources that have been relied upon by PISD’s testifying experts in forming that expert’s opinions and/or which the expert is expected to testify that supports that expert’s opinions; and
- (g) A copy of every document you have sent to or received from the expert witness including, but not limited to, correspondence, electronic communications, medical records, medical bills, radiological studies, medical literature, documentation regarding alleged damages, expert fees, and any other evidentiary material.

RESPONSE:

Defendant will provide this information in accordance with the Scheduling Order on file with the Court.

REQUEST FOR PRODUCTION NO. 21: Produce a copy of all notes, highlighting, summaries, or other documentation made by any and all experts identified in Interrogatory No. 3 as part of the expert's review of this case as an expert witness.

RESPONSE:

Defendant will provide this information in accordance with the Scheduling Order on file with the Court.

REQUEST FOR PRODUCTION NO. 22: With respect to any document herein requested that you allege is exempted from discovery by privilege, whether attorney-client, work product, or other privilege recognized by law, produce a privilege log identifying by title or description the document withheld, the date of the document, the document's author, and the basis upon which the document is allegedly privileged.

RESPONSE:

Defendant will timely produce a privilege log.

REQUEST FOR PRODUCTION NO. 23: Produce all correspondence, including electronic correspondence you have sent to or received from any person, other than your attorneys, purporting to possess information or knowledge containing any of the allegations and claims in this lawsuit.

RESPONSE:

Defendant objects that this request is nothing more than a fishing expedition into Defendants files for "all correspondence ... regarding ... this lawsuit." Defendant further objects that this request is not properly limited in time or scope and Plaintiffs fail to identify what they are seeking.

REQUEST FOR PRODUCTION NO. 24: Produce any documents used, reviewed, referenced, or otherwise referred to by you in preparation of your answers to Plaintiff Jane Doe's *First Set of Written Discovery to Prosper Independent School District*.

RESPONSE:

Defendant refers Plaintiffs to the documents previously produced in this lawsuit.

REQUEST FOR PRODUCTION NO. 25: Produce all staffing schedules, timesheets, or any other documents, regardless of how titled, that indicate or would otherwise show which teachers or staff were working the bus drop off at Rucker Elementary during the 2021-2022 school year.

RESPONSE:

Defendant refers Plaintiffs to the individuals already identified in Defendant's Initial Disclosures. Defendant further states that it will supplement.

REQUEST FOR PRODUCTION NO. 26: Produce any and all social media posts, comments, messages, photographs, or other such information, regardless of social media platform, made on any Prosper ISD social media page regarding the claims and allegations in this lawsuit and/or sexual abuse of minors.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 27: Produce any and all social media posts, comments, messages, photographs, or other such information, regardless of social media platform, that any Prosper ISD official, trustee or other supervisory personnel has made regarding the claims and allegations in this lawsuit and/or sexual abuse of minors.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 28: Produce any and all documents reflecting any investigations, or investigative reports, including all exhibits, attachments, appendices, photographs, and other such documents attached thereto, by Prosper ISD into the actions of Frank Paniagua.

RESPONSE:

Defendant refers Plaintiffs to DEF 000186-DEF 000196 and DEF 000235-DEF 000402, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 29: Please produce all correspondence, whether written or electronic, from any third party received by Prosper ISD regarding the claims and allegations in this lawsuit, Frank Paniagua, or sexual abuse of students.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Defendant further objects to this request to the extent it seeks correspondence from Defendant's attorneys as such communications would be protected by the attorney-client privilege. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 30: Produce a copy of all documents and/or exhibits you intend to use at trial or in any deposition of this matter.

RESPONSE:

Defendant refers Plaintiffs to the documents previously produced in this lawsuit. Defendant further states that it will provide this information in accordance with the Scheduling Order on file with the Court.

REQUEST FOR PRODUCTION NO. 31: Produce all documents which supports the factual basis for any affirmative defenses on which you intend to rely in your defense of this lawsuit.

RESPONSE:

Defendant refers Plaintiffs to the documents previously produced in this lawsuit. Defendant further states that it will provide this information in accordance with the Scheduling Order on file with the Court.

REQUEST FOR PRODUCTION NO. 32: Please produce copies of any documents received by you or your attorneys in response to any subpoena issued in this case.

RESPONSE:

None at this time.

REQUEST FOR PRODUCTION NO. 33: Produce all Prosper ISD board meeting minutes from January 2019 through January 2023.

RESPONSE:

Defendant objects that this information is public and equally available on Defendant's website. Defendant further objects that this request is disproportionate to the needs of this case and not properly limited in time and scope. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 34: Please produce any and all policies and procedures addressing staff development, training, performance evaluations, personalized professional learning, campus learning, district learning, annual online compliance training or other such

education provided to ISD district employees including, but not limited to Policy DN and Policy DMA.

RESPONSE:

Defendant objects that this request is not properly limited in time and scope. Defendant further objects that it is unclear what Plaintiffs are referring to in this request. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case. A copy of Policy DH and DMA have been previously produced in this litigation as DEF 001044-DEF 001061.

REQUEST FOR PRODUCTION NO. 35: Please produce any and all logs, records, or other documents that reflect or otherwise indicate what GPS data and/or GPS monitoring, including which bus each GPS data and/or monitoring is from, was viewed or reviewed by Prosper ISD from January 2019 through Frank Paniagua's date of termination.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 36: Please produce all GPS monitoring and/or GPS data, including any such information in its native format, viewed by the Prosper ISD transportation department as a result of reported problems or complaints on routes driven by Frank Paniagua from January 2019 through his date of termination.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 37: Please produce all surveillance and/or monitoring videos from the bus driven by Frank Paniagua from January 2019 through his date of termination.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 38: Please produce all surveillance and/or monitoring videos from the bus driven by Frank Paniagua that depicts either Janie Doe 1 or Janie Doe 2 from January 2019 through the date of his termination.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 39: Please produce all GPS data and/or GPS monitoring from the bus driven by Frank Paniagua from January 2019 through his date of termination.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 40: Please produce all GPS data and/or GPS monitoring from the bus driven by Frank Paniagua for the times either Janie Doe 1 or Janie Doe 2 was on the bus from January 2019 through the date of his termination.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case.

REQUEST FOR PRODUCTION NO. 41: Please produce any communications and/or statements, whether oral, electronic or written, to Prosper ISD or taken from any agent, employee, servant or representative of Prosper ISD reflecting, referencing or referring to any complaint or concern about Frank Paniagua.

RESPONSE:

Defendant states that it has no records of any allegations of sexual misconduct regarding Paniagua prior to the report from Jane Doe in this matter.

REQUEST FOR PRODUCTION NO. 42: Please produce any witness statements taken or received from any person regarding Frank Paniagua and/or the allegations and claims in this lawsuit after May 7, 2022.

RESPONSE:

None at this time.

PAGE 1

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clivingston@thompsoncoe.com

**COUNSEL FOR DEFENDANT PROSPER
INDEPENDENT SCHOOL DISTRICT**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served to all attorneys of record for current parties, in compliance with Rule 5 of the Federal Rules of Civil Procedure, on this the 12th day of September, 2025.

/s/ Christopher D. Livingston
CHRISTOPHER D. LIVINGSTON

GENERAL RESPONSES

1. Facts and evidence now known, or the relevance or consequences of such facts and evidence, may be imperfectly understood at this time. Accordingly, such facts and evidence may, in good faith, not be included in these responses.

2. Defendant's response, as set forth below, are based upon its diligent and good faith investigation conducted to date and are without prejudice to its right to use and to rely upon additional documentary and testimonial evidence at trial and/or in any other proceedings, in this action.

3. Defendant objects that Plaintiffs appear to be seeking attorney-client privileged correspondence and attorney work product. To the extent that any interrogatory or request for production seeks such information, Defendant objects and states that such information is privileged.

4. Defendant reserves the right to supplement its responses to any request for production as discovery continues.

5. Defendant objects to each Request: (1) insofar as it calls for the production of documents not in Defendant's possession, custody, or control; (2) insofar as it calls for the production of documents that were prepared for or in anticipation of litigation, constitute attorney work product, contain attorney-client communications, or are otherwise privileged; (3) insofar as it calls for the production of documents which are publicly available or otherwise equally available and/or uniquely available or equally available from third parties; (4) insofar as it calls for the production of documents that do not specifically refer to the events which are the subject matter of this litigation; and (5) insofar as it calls for the production of documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

6. The inadvertent production or disclosure of any privileged documents or information shall not constitute or be deemed to be a waiver of any applicable privilege with respect to such document or information (or the contents or subject matter thereof) or with respect to any other such document or discovery now or hereafter requested or provided. Defendant reserves the right not to produce documents that are in part protected by privilege, except on a redacted basis, and to require the return of any document (and all copies thereof)

inadvertently produced. Defendant likewise does not waive the right to object, on any and all grounds, to (1) the evidentiary use of documents produced in response to these requests; and (2) discovery requests relating to those documents.

7. Defendant submits these responses and objections without conceding the relevancy or materiality of the subject matter of any request or of any document, or that any responsive materials exist. Defendant's responses and objections are not intended to be, and shall not be construed as, agreement with Defendant's characterization of any facts, circumstances, or legal obligations. Defendant reserves the right to contest any such characterization as inaccurate. Defendant also objects to the Requests to the extent they contain any express or implied assumptions of fact or law concerning matters at issue in this litigation. The responses and objections contained herein are made on the basis of information now known to Defendant and are made without waiving any further objections to or admitting the relevancy or materiality of any of the information requested. Defendant's investigation, discovery and preparation for proceedings are continuing and all answers are given without prejudice to Defendant's right to introduce or object to the discovery of any documents, facts or information discovered after the date hereof.

RESPONSES TO SECOND REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 43: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Holly Ferguson regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Holly Ferguson's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing objection, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 44: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Holly Ferguson regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Holly Ferguson's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every electronic communications Holly Ferguson possesses related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced in response to Request for Production No. 43.

REQUEST FOR PRODUCTION NO. 45: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from AnnaMarie Hamrick regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Ms. Hamrick's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing objection, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 46: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from AnnaMarie Hamrick regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Ms. Hamrick's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every electronic communication AnnaMarie Hamrick has in her possession related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced in response to Request for Production No. 45.

REQUEST FOR PRODUCTION NO. 47: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Chad Vessels regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Mr. Vessel's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to

and without waiving the foregoing objection, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 48: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Chad Vessels regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Mr. Vessel's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for all the electronic communications Chad Vessels has in his possession related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced in response to Request for Production No. 47.

REQUEST FOR PRODUCTION NO. 49: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from George Bradley regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Mr. Bradley's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: None.

REQUEST FOR PRODUCTION NO. 50: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from George Bradley regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Mr. Bradley's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: None.

REQUEST FOR PRODUCTION NO. 51: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Christine Buys regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Ms. Buys' cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to

and without waiving the foregoing objection, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 52: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Christine Buys regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Ms. Buys' cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every electronic communication Christine Buys possesses related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced in response to Request for Production No. 51.

REQUEST FOR PRODUCTION NO. 53: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Marisol Balderas regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Ms. Balderas' cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing objection, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 54: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Marisol Balderas regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Ms. Balderas' cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every electronic communication Marisol Balderas has in her possession related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced in response to Request for Production No. 53.

REQUEST FOR PRODUCTION NO. 55: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Chante Saunders regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Ms. Saunders' cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing objection, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 56: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Chante Sanders regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Ms. Sanders' cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every electronic communication Chante Saunders has in her possession related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced in response to Request for Production No. 55.

REQUEST FOR PRODUCTION NO. 57: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Jeff Crownover regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Mr. Crownover's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing objection, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 58: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Jeff Crownover regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Mr. Crownover's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every electronic communications Jeff Crownover possesses related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced in response to Request for Production No. 58.

REQUEST FOR PRODUCTION NO. 59: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Rachel Trotter regarding, relating to, or referring to Frank Paniagua. Please note that this includes all electronic communications contained on Ms. Trotter's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing objection, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 60: Please produce any and all electronic communications including, but not limited to, emails, text messages, and instant messages sent to or from Rachel Trotter regarding, relating to, or referring to the allegations set forth in Plaintiff's *Fourth Amended Complaint*. Please note that this includes all electronic communications contained on Ms. Trotter's cellular phone, as any messages pertaining to school district business must be provided to PISD pursuant to Policy DH.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every electronic communication Rachel Trotter possesses somehow related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced in response to Request for Production No. 59.

REQUEST FOR PRODUCTION NO. 61: Please produce all investigation files including, but not limited to, all notes, written statements, recorded statements, reports, memoranda and any results thereof, regarding the "independent investigation" conducted by Thompson and Horton, LLP as identified in the Public Meeting Agenda from January 23, 2023.

RESPONSE: Defendant objects that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection.

REQUEST FOR PRODUCTION NO. 62: Please produce all investigation files including, but not limited to, all notes, communications, written statements, recorded statements, reports, memoranda and any results thereof, regarding the “independent investigation” conducted by Fanning, Harper, Martinson, Brandt & Kutchin, P.C., as identified in the PISD School Board Meeting held on September 13, 2022.

RESPONSE: Defendant objects that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection.

REQUEST FOR PRODUCTION NO. 63: Please produce any and all reports PISD made to Child Protective Services regarding Frank Paniagua and/or the allegations set forth in Plaintiff’s *Fourth Amended Complaint*.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiffs’ *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a “catch all.” Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents previously produced as DEF 1100–1127 and the emails produced herewith between PISD and Investigator Parker Owens.

REQUEST FOR PRODUCTION NO. 64: Please produce the entire investigative file including, but not limited to, all notes, communications, written statements, recorded statements, reports, memoranda and any results thereof for PISD’s Title IX investigation into the allegations against Frank Paniagua.

RESPONSE: Defendant objects that this request is vague, ambiguous, and argumentative. Defendant further objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents previously produced, including but not limited to DEF 1100–1127 and the documents reflecting Frank Paniagua’s termination.

REQUEST FOR PRODUCTION NO. 65: Please produce the entire investigative file including, but not limited to, all notes, communications, written statements, recorded statements, reports, memoranda and any results thereof for PISD’s Human Resources investigation into the allegations against Frank Paniagua.

RESPONSE: Defendant objects that this request is vague, ambiguous, and argumentative. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents previously produced, including but not limited to DEF 1100–1127 and the documents reflecting Frank Paniagua’s termination.

REQUEST FOR PRODUCTION NO. 66: Please produce each and every document referencing, referring to, or relating to any system alerts sent to you regarding the operation or lack thereof of the video bus monitoring system implemented by PISD including, but not limited to, any logs, notes, memoranda, electronic messages or other such document indicating

every alert received by PISD and/or the PISD Department of Transportation regarding the video bus monitoring system being turned off while a bus was off PISD property.

RESPONSE: Defendant objects that this request is vague and ambiguous regarding what constitutes system alerts. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith regarding the video monitoring system on the buses.

REQUEST FOR PRODUCTION NO. 67: Please produce each and every document sent to PISD referencing, referring to, or relating to any complaints about the GPS system and/or “Here Comes the Bus” application utilized by PISD on its school buses including, but not limited to, delays and deviations from established bus routes.

RESPONSE: Defendant objects that this is overly broad, not properly limited in time or scope, and unduly burdensome. Plaintiffs have made no effort to limit this request to the facts of this case.

REQUEST FOR PRODUCTION NO. 68: Please produce each and every prepared or written statement made by the PISD School Board or any of its Trustees, including all drafts of each statement, regarding Frank Paniagua and/or the allegations in Plaintiffs’ *Fourth Amended Complaint*.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiffs’ *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a “catch all.” Defendant further objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 69: Please produce copies of all documents, regardless of how titled, that refer to, relate to, or otherwise discuss bus safety protocols implemented by PISD for the school years 2015-2016; 2019-2020; 2021-2022; and 2022-2023.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 70: Please produce any and all documents and communications referring to, reflecting, relating to, or otherwise discussing changes or revisions made by the PISD Department of Transportation following the allegations made against Frank Paniagua.

RESPONSE: Defendant objects to this request because it is disproportionate to the needs of the case. Defendant further objects that this request is not properly limited in scope because this

request seeks every change or revision made in PISD regarding transportation including, by way of example, the fact that Frank Paniagua was terminated.

REQUEST FOR PRODUCTION NO. 71: Please produce all documents, brochures, manuals, instructions, warnings, or other such documentation, regardless of how titled, that relate to, refer to, or otherwise discuss the bus video monitoring system that was used by PISD during the 2021/2022 school year.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 72: Please produce all documents, brochures, manuals, instructions, warnings, or other such documentation, regardless of how titled, that relate to, refer to, or otherwise discuss the “Here Comes the Bus” application that was used by PISD during the 2021-2022 school year.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 73: Please produce all documents, brochures, manuals, instructions, warnings, or other such documentation, regardless of how titled, that relate to, refer to, or otherwise discuss the “Student Ridership” application.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 74: Please produce copies of all documents setting out, describing, addressing, or otherwise referring to the PISD Driver Training Program from January 2015 through the present.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 75: Please produce copies of all safety and professional development training materials provided to PISD bus drivers from January of 2015 through the present.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 76: Please produce all individual ridership history reports for Janie Doe 1 and Janie Doe 2 from Student Ridership for the 2021-2022 school year.

RESPONSE: Defendant refers Plaintiffs to the document produced herewith.

REQUEST FOR PRODUCTION NO. 77: Please produce all emails, documents or other communications provided by PISD or any of its employees to any third person regarding Frank Paniagua and/or the allegations contained in Plaintiffs' *Fourth Amended Complaint*.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every email, document, or other communication related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced herewith.

REQUEST FOR PRODUCTION NO. 78: Please produce all policies and procedures that address, refer to, relate to, or otherwise discuss the bus video monitoring system installed on PISD buses from January of 2015 through the present.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 79: Please produce all policies and procedures that address, refer to, relate to, or otherwise discuss the GPS monitoring system including, but not limited to "Here Comes the Bus," from January of 2015 through the present.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 80: Please produce all documents, electronic messages and communications sent by and received by the Prosper ISD Board of Trustee regarding, relating to, or referring to Frank Paniagua and/or the allegations contained in Plaintiffs' *Fourth Amended Complaint*.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and forces Defendant to both synthesize Plaintiff's *Fourth Amended Complaint* and guess as to what information Plaintiffs seek. Defendant further objects that this Request is nothing more than a "catch all" for every document, electronic message, and communication in the possession of any Board Trustee related to the lawsuit. Defendant also objects to the extent that this request calls for the production of documents subject to attorney/client privilege, and attorney work-product protection. Subject to and without waiving the foregoing, Defendant refers Plaintiffs the documents produced related to Frank Paniagua.

REQUEST FOR PRODUCTION NO. 81: Please produce all documents, electronic messages, notes, comments, suggestions, and communications relating to, referring to, or otherwise discussing student safety, sexual abuse, child abuse, and sexual harassment sent by Prosper ISD's School Health Advisory Council to the Prosper ISD Board of Trustees from January of 2015 through the present.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 82: Please produce all documents, electronic messages, notes, comments, suggestions and communications relating to, referring to, or otherwise discussing student safety, sexual abuse, child abuse, and sexual harassment sent by Prosper ISD's School Health Advisory Council to the Holly Ferguson from January of 2015 through the present.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 83: Please produce all documents, electronic messages, notes, comments, suggestions and communications relating to, referring to, or otherwise discussing student safety, sexual abuse, child abuse, and sexual harassment sent by Holly Ferguson to Prosper ISD's School Health Advisory Council from January of 2015 through the present.

RESPONSE: Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 84: Please produce all documents, electronic messages, notes, comments, suggestions and communications relating to, referring to, or otherwise discussing student safety, sexual abuse, child abuse, and sexual harassment sent by Prosper ISD's Board of Trustees to Prosper ISD's School Health Advisory Council from January of 2015 through the present.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

REQUEST FOR PRODUCTION NO. 85: Please produce all meeting minutes from the Prosper ISD School Health Advisory Counsel from January of 2015 through the present.

RESPONSE: Defendant objects that this Request is overly broad, unduly burdensome, and not properly limited in scope. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to the documents produced herewith.

(214) 369-1300 (office)
(214) 987-9649 (telecopier)

**COUNSEL FOR DEFENDANT PROSPER
INDEPENDENT SCHOOL DISTRICT**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served to all attorneys of record for current parties, in compliance with Rule 5 of the Federal Rules of Civil Procedure, on this the 6th day of June, 2025.

/s/ Christopher D. Livingston
CHRISTOPHER D. LIVINGSTON

RESPONSES TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 10: Admit that Prosper ISD did not notify or otherwise report to the Texas Education Agency that Frank Paniagua was terminated and that there was evidence that he “abused or otherwise committed an unlawful act with a student or minor” or” solicited or engaged in sexual contact with a student or minor.”

RESPONSE:

Defendant objects to this request as disproportionate to the needs of the case because it is irrelevant to Plaintiffs claims in this case and Plaintiffs are not the Texas Education Agency, who would have sole authority to investigate and determine if such a report was necessary and sufficient. Subject to and without waiving the foregoing objection, Defendant states that on Tuesday, May 10, 2022, Mr. Paniagua’s employment was terminated and Collin County law enforcement personnel arrested Mr. Paniagua. On May 13, 2022, the Superintendent understood that Mr. Paniagua died by suicide after he jumped off a second story hallway or balcony in the Collin County Jail. This time was well within the period for reporting that an employee who had been accused of sexually abusing students had been terminated. Accordingly, a report was not required.

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 2: Identify all individuals you intend to call as a fact witness to testify at trial of this matter and provide the witness’ name, address, phone number and a detailed summary of the witness’ testimony.

ANSWER:

Defendant refers Plaintiffs to the individuals identified in the Defendant's Supplemental Initial Disclosures.

INTERROGATORY NO. 6: Please state the name, address and telephone number of each and every person, including eyewitnesses and other individuals, having any knowledge of the facts relative to the claims and allegations in this lawsuit.

ANSWER:

Defendant refers Plaintiffs to the individuals identified in the Defendant's Supplemental Initial Disclosures.

INTERROGATORY NO. 8: For the five years preceding the filing of the instant litigation, please identify and provide a brief description of any other incidents involving Prosper ISD agents, employees, and/or servants related to allegations of sexual abuse or harassment of students.

ANSWER:

Defendant objects that this interrogatory is irrelevant, unlikely to lead to the discovery of admissible evidence, and a fishing expedition into Defendant's files. Defendant further objects that the interrogatory is disproportionate to the needs of the case and it would be unduly burdensome for Defendant to review all its records for any "allegations of ... harassment." This would necessarily include any peer-on-peer "harassment" such as allegations of bullying that have nothing to do with the allegations in this matter. Subject to and without waiving the foregoing objections, Defendant states that, for the five years preceding Jane Doe's report in this litigation, it has no records of any allegations of sexual misconduct regarding an employee.

INTERROGATORY NO. 9: Identify each and every person by full name and title/position that had access to and/or was responsible for reviewing surveillance video footage from Prosper ISD buses.

ANSWER:

Defendant objects that this interrogatory is not properly limited in time or scope. Defendant further objects that this interrogatory is vague and ambiguous because the term "access to" is undefined. Subject to and without waiving the foregoing objections, Defendant would state that the person responsible for coordinating the review of bus surveillance video was Chante Saunders. Officer Parrish Cundiff reviewed the videos in question as reflected in DEF 001110 and his observations are contained in DEF 001112-001114.

INTERROGATORY NO. 14: If your response to Request for Admission No. 9 is anything other than an unqualified admission, please set forth in detail the steps you undertook and the results of any investigation you conducted into complaints and/or concerns regarding Frank Paniagua's inappropriate conduct toward students.

ANSWER:

Defendant refers Plaintiffs to the response to Interrogatory No. 7 and further states that Defendant had not received any complaints of grooming, child abuse, sexual harassment, or other inappropriate conduct toward students regarding Mr. Paniagua prior to Saturday, May 7, 2022. Defendant further refers Plaintiffs to DEF 001100-001127, which detail the investigative steps taken by the Prosper ISD Police Department following Jane Doe's report regarding Mr. Paniagua.

INTERROGATORY NO. 15: If your response to Request for Admission No. 10 is anything other than an unqualified admission, please set forth the date you made any report to the Texas Education Agency, who made such report on behalf of Prosper ISD, and the contents of such report.

ANSWER:

Defendant objects to this interrogatory as disproportionate to the needs of the because it is irrelevant to Plaintiffs claims in this case and Plaintiffs are not the Texas Education Agency, who

would have sole authority to investigate and determine if such a report was necessary and sufficient. Subject to and without waiving the foregoing objection, Defendant states that on Tuesday, May 10, 2022, Mr. Paniagua's employment was terminated and Collin County law enforcement personnel arrested Mr. Paniagua. On May 13, 2022, the Superintendent understood that Mr. Paniagua died by suicide after he jumped off a second story hallway or balcony in the Collin County Jail. This time was well within the period for reporting that an employee who had been accused of sexually abusing students had been terminated. Accordingly, a report was not required.

INTERROGATORY NO. 17: Identify any documents that Prosper ISD has destroyed, lost, misplaced, or otherwise discarded that address, relate to, refer to, or otherwise discuss the claims and allegations in this case and/or sexual abuse including the date the document(s) was destroyed, why the document was destroyed and who authorized the destruction thereof.

ANSWER:

Defendant objects to the extent that this interrogatory is seeking documents protected under the attorney-client privilege or attorney-work product doctrine. Defendant further objects that this interrogatory is not properly limited in time or scope. Defendant further objects that this interrogatory is vague and ambiguous as it does not define what claims or allegations it is referring to and, therefore, constitutes a fishing expedition as it requests every document in Defendant's possession or that has been in Defendant's possession regarding whatever claims or allegations Plaintiffs are referring to. Subject to and without waiving the foregoing objections, Defendant states that bus videos are overwritten every 30 days in accordance with Defendant's video retention policies unless a complaint or incident comes to Defendant's attention. Defendant is not aware that any documents regarding Mr. Paniagua have been destroyed, lost, misplaced, or otherwise discarded and Defendant refers Plaintiffs to the over 1,000 documents that have already been produced.

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO.1: Please produce all reports made by Prosper ISD and/or any of its supervisors and/or employees to the Texas Education Agency from January 2019 through January 2023.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case. Defendant further objects that Plaintiffs have not attempted to limit the scope of the request to sexual abuse allegations or other claims. Defendant further objects to this request because Plaintiffs are not the Texas Education Agency ("TEA") and reports to the TEA may contain information privileged by the attorney-client privilege, attorney work product doctrine, and other privileges. Additionally, the reports themselves may be privileged under Texas law to the extent that the reports were unfounded, dismissed, the educator was exonerated, or the reports were otherwise dismissed. Subject to and without waiving the foregoing objections, Defendant refers Plaintiffs to DEF 001128, 001129, 001340-48, and 001362-69.

REQUEST FOR PRODUCTION NO. 6: Please produce all reports of actual or suspected child abuse made to law enforcement agencies, Child Protective Services (“CPS”) and/or any other appropriate state agency, as required pursuant to Texas Family Code § 261.001, from January 2019 through January 2023. [Names of the students may be redacted to preserve privacy interests.]

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case. Defendant further objects that Plaintiffs have not attempted to limit the scope of the request to sexual abuse allegations or other claims. Additionally, the reports themselves, as well as the complainant, may be privileged under Texas law. Subject to and without waiving the foregoing, Defendant states that District personnel reported Mr. Paniagua to law enforcement following Jane Doe’s report.

REQUEST FOR PRODUCTION NO. 7: Please produce all reports, documents or other notices made to the Rucker Elementary School principal or any other person at Rucker Elementary School regarding any actual or suspected abuse of students from January 2019 through January 2023. [Names of the students may be redacted to preserve privacy interests.]

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case. Additionally, the reports themselves, as well as the complainant, may be privileged under Texas law. Subject to and without waiving the foregoing, following a diligent search, Defendant has been unable to locate any reports of actual or suspect abuse of students by Mr. Paniagua from January 2019 through the date of his arrest with the exception of the one made by Jane Doe.

REQUEST FOR PRODUCTION NO. 11: Please produce the Report by Thompson and Horton, LLP, including all drafts thereof, that was done pursuant to a request from the Board of Trustees, as identified in the Public Meeting Agenda from January 23, 2023.

RESPONSE:

Defendant objects that the term “Report” is undefined and that any report or drafts from Thompson and Horton LLP would be privileged under the attorney-client privilege and attorney work product doctrine. Subject to and without waiving the foregoing, Defendant states that no written report exists.

REQUEST FOR PRODUCTION NO. 15: Please produce each and every policy and procedure that refers to, relates to, or otherwise discusses video surveillance of the buses, bus routes and/or bus drivers that were in effect from January 2019 through January 2023.

RESPONSE:

Defendant refers Plaintiffs to DEF 000738-DEF 000757 and DEF 000810-DEF 001097, which have been previously produced in this litigation.

REQUEST FOR PRODUCTION NO. 18: Produce any written or recorded statement(s), other than with your attorney, which you have taken or which is in your possession regarding the claims and allegations in this lawsuit.

RESPONSE:

Defendant objects that this request is nothing more than a fishing expedition into Defendants files for “any ... statements ... regarding ... this lawsuit.” Defendant further objects that this request is not properly limited in time or scope and fails to identify whether Plaintiffs are seeking statements from witnesses, Defendant’s employees, or any statements at all. Subject to and without waiving the foregoing objections, Defendant refers Plaintiff to the public statement provided by the Board of Trustees in response to Plaintiffs’ lawsuit, which is already in Plaintiffs’ possession. Subject to and without waiving the foregoing, Defendant refers Plaintiffs to DEF 001100-001127. Defendant further states that it has no written or recorded statements taken during the investigation into Mr. Paniagua’s sexual abuse of Janie Doe 1 and 2.

REQUEST FOR PRODUCTION NO. 19: Produce all transcripts, recordings or statements including, but not limited to, sworn statements made in any form regarding the claims and allegations in this lawsuit.

RESPONSE:

Defendant objects that this request is nothing more than a fishing expedition into Defendants files for “all ... recordings or statements ... regarding ... this lawsuit.” Defendant further objects that this request is not properly limited in time or scope and Plaintiffs fail to identify what they are seeking. Defendant further states that it has no written or recorded statements taken during the investigation into Mr. Paniagua’s sexual abuse of Janie Doe 1 and 2.

REQUEST FOR PRODUCTION NO. 25: Produce all staffing schedules, timesheets, or any other documents, regardless of how titled, that indicate or would otherwise show which teachers or staff were working the bus drop off at Rucker Elementary during the 2021-2022 school year.

RESPONSE:

Defendant refers Plaintiffs to the individuals already identified in Defendant’s Initial Disclosures. Defendant also refers Plaintiffs to DEF 001361.

REQUEST FOR PRODUCTION NO. 33: Produce all Prosper ISD board meeting minutes from January 2019 through January 2023.

RESPONSE:

Defendant objects that this information is public and equally available on Defendant's website. Defendant further objects that this request is disproportionate to the needs of this case and not properly limited in time and scope. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case. Subject to and without waiving the foregoing objections, Defendant refers Plaintiffs to DEF 001130-001339.

REQUEST FOR PRODUCTION NO. 37: Please produce all surveillance and/or monitoring videos from the bus driven by Frank Paniagua from January 2019 through his date of termination.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case. Defendant further refers Plaintiffs to DEF 001100-001127 and especially DEF 001112-001114 where Officer Parrish Cundiff categorizes the exact times and kinds of sexual abuse by Mr. Paniagua as reflected in the videos.

REQUEST FOR PRODUCTION NO. 38: Please produce all surveillance and/or monitoring videos from the bus driven by Frank Paniagua that depicts either Janie Doe 1 or Janie Doe 2 from January 2019 through the date of his termination.

RESPONSE:

Defendant objects to this request because it is disproportionate to the needs of the case and is not properly limited in time. Subject to and without waiving the foregoing objection, Defendant would be willing to meet and confer to understand Plaintiffs' position on why this request is legitimate and proportional to the needs of the case. Defendant further refers Plaintiffs to DEF 001100-001127 and especially DEF 001112-001114 where Officer Parrish Cundiff categorizes the exact times and kinds of sexual abuse by Mr. Paniagua as reflected in the videos.

Prosper ISD

2021–2022 Employee Handbook

If you have difficulty accessing the information in this document because of a disability, please email clhankey@prosper-isd.net.



Table of Contents

Employee Handbook Receipt	4
Introduction	5
District Information	6
Description of the District	6
District Map	6
Mission Statement, Goals, and Objectives	6
Board of Trustees	7
Board Meeting Schedule	8
Executive Cabinet	8
School Calendar	9
School Directory	10
Employment	11
Equal Employment Opportunity	11
Job Vacancy Announcements	11
Employment after Retirement	11
Contract and Non Contract Employment	12
Certification and Licenses	13
Recertification of Employment Authorization	13
Searches and Alcohol and Drug Testing	13
Health Safety Training	14
Reassignments and Transfers	14
Workload and Work Schedules	15
Breaks for Expression of Breast Milk	16
Notification to Parents Regarding Qualifications	16
Outside Employment and Tutoring	16
Performance Evaluation	17
Employee Involvement	17
Staff Development	17
Compensation and Benefits	18
Salaries, Wages, and Stipends	18
Paychecks	18
Automatic Payroll Deposit	19
Payroll Deductions	19
Overtime Compensation	20
Travel Expense Reimbursement	20
Health, Dental, and Life Insurance	21
Supplemental Insurance Benefits	21
Cafeteria Plan Benefits (Section 125)	21
Workers' Compensation Insurance	22

Unemployment Compensation Insurance	22
Teacher Retirement	22
Leaves and Absences	23
Personal Leave	24
State Sick Leave	25
Local Leave	25
Catastrophic Leave	26
Vacation	27
Sick Leave Bank (or Pool)	27
Family and Medical Leave Act (FMLA)—General Provisions	28
Local Procedures for Implementing Family and Medical Leave Provisions	30
Temporary Disability Leave	31
Workers’ Compensation Benefits	32
Assault Leave	32
Bereavement Leave	33
Jury Duty	33
Compliance with a Subpoena	33
Truancy Court Appearances	33
Religious Observance	34
Military Leave	34
Employee Relations and Communications	35
Employee Recognition and Appreciation	35
District Communications	35
Complaints and Grievances	36
Employee Conduct and Welfare	36
Standards of Conduct	36
Discrimination, Harassment, and Retaliation	40
Harassment of Students	41
Reporting Suspected Child Abuse	41
Sexual Abuse and Maltreatment of Children	42
Reporting Crime	43
Scope and Sequence	43
Technology Resources	43
Personal Use of Electronic Communications	44
Electronic Communications between Employees, Students, and Parents	45
Public Information on Private Devices	48
Criminal History Background Checks	48
Employee Arrests and Convictions	48
Alcohol and Drug-Abuse Prevention	49
Tobacco Products and E-Cigarette Use	49
Fraud and Financial Impropriety	50

Conflict of Interest	51
Gifts and Favors	51
Copyrighted Materials	51
Associations and Political Activities	51
Charitable Contributions	52
Safety	52
Possession of Firearms and Weapons	53
Visitors in the Workplace	53
Asbestos Management Plan	53
Pest Control Treatment	53
General Procedures	54
Emergency School Closing	54
Emergencies	54
Purchasing Procedures	55
Name and Address Changes	55
Personnel Records	55
Facility Use	56
Termination of Employment	57
Resignations	57
Dismissal or Nonrenewal of Contract Employees	57
Dismissal of Noncontract Employees	58
Discharge of Convicted Employees	58
Exit Interviews and Procedures	59
Reports to Texas Education Agency	59
Reports Concerning Court-Ordered Withholding	60
Student Issues	61
Equal Educational Opportunities	61
Student Records	61
Parent and Student Complaints	62
Administering Medication to Students	62
Dietary Supplements	62
Psychotropic Drugs	62
Student Conduct and Discipline	63
Student Attendance	63
Bullying	63
Hazing	64
Index	65

Employee Handbook Receipt

Name _____

Campus/Department _____

I hereby acknowledge receipt of a copy of the Prosper ISD Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

Employees have the option of receiving the handbook in electronic format or hard copy.

<https://www.prosper-isd.net/Page/20223>

Please indicate your choice by checking the appropriate box below:

- ☐ I choose to receive the employee handbook in electronic format and accept responsibility for accessing it according to the instructions provided.
- ☐ I choose to receive a hard copy of the employee handbook and understand I am required to contact _____ to obtain a hard copy.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

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

Signature

Date

Please sign and date this receipt and forward it to the Human Resources Office.

Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Those that are, have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to Bernadette Gerace, Executive Director of Human Resources.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of non contract employees in any way. Rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed online at <https://pol.tasb.org/Home/Index/314>.

District Information

Description of the District

Prosper ISD is 57.75 square miles, encompassing parts of Prosper, McKinney, Frisco, Celina, and unincorporated Denton County.

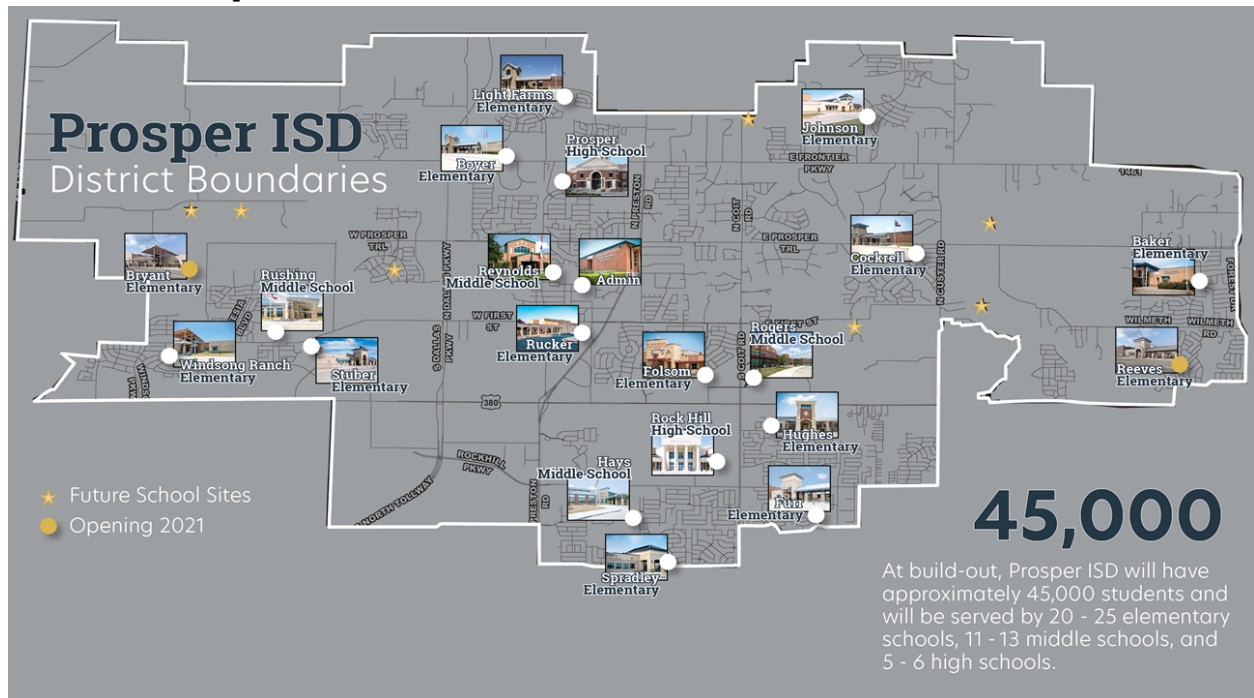
Total Student Enrollment: 21,800

Total Campuses: 20

Total Number of Employees: 2585

Student Demographics: 55.75% White, 13.63% Hispanic/Latino, 13.08% Asian, 9.45% Black/African American, 7.8% Two or More, 0.24% American Indian/Alaskan, 0.05% Hawaiian/Pacific Islander

District Map



Mission Statement, Goals, and Objectives

Policy AE

The mission of the District is to develop and graduate motivated, academically prepared individuals with the strength of character to make contributions to a rapidly changing society

through an educational system that maintains high expectations, provides quality instruction, and establishes a safe, orderly learning environment in the community that lives its name.

Board of Trustees

Policies BA, BB series, BD series, and BE series

Texas law grants the board of trustees the power to govern and oversee the management of the district's schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal laws and regulations.

The board of trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the district's children. Board members are elected each May and serve three-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- Jim Bridges, President
- Bill Beavers, Vice President
- Debra Smith, Secretary
- Kelly Cavender, Member
- Dena Dixon, Member
- Jana Thomson, Member
- Drew Wilborn, Member

The board usually meets the third Monday of each month at 7:00 PM at the Prosper ISD Administration Building. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website and at the Prosper ISD Administration Building at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a one-hour notice.

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with legal counsel.

Board Meeting Schedule

Day	Date	Time
Monday	August 16, 2021	7 p.m.
Monday	September 20, 2021	7 p.m.
Monday	October 18, 2021	7 p.m.
Monday	November 15, 2021	7 p.m.
Monday	December 13, 2021	7 p.m.
Monday	January 17, 2022	7 p.m.
Monday	February 21, 2022	7 p.m.
Monday	March 21, 2022	7 p.m.
Monday	April 18, 2022	7 p.m.
Monday	May 16, 2022	7 p.m.
Monday	June 13, 2022	7 p.m.
Monday	July 18, 2022	7 p.m.

Executive Cabinet

- Dr. Holly Ferguson, Superintendent
- Dr. Greg Bradley, Deputy Superintendent
- Jeff Crownover, Chief of Administrative Services & General Counsel
- Fernando De Velasco, Chief Technology Officer
- Annette Folmar, Chief Financial Officer
- Dr. Blair Hickey, Chief of Specialized Programs
- Todd Shirley, Chief Academic Officer

School Calendar



PROSPER

INDEPENDENT SCHOOL DISTRICT

2021-2022

DISTRICT ACADEMIC CALENDAR

IMPORTANT HIGHLIGHTS

1ST SEMESTER - 83 DAYS

AUGUST
3-10 All Staff Professional Learning
11 **FIRST DAY OF SCHOOL** / Beginning of 1st 9 Weeks

SEPTEMBER
3 Professional Learning /Elementary Assessment / Student Holiday
6 Labor Day / School Holiday

OCTOBER
7 End of 1st 9 Weeks
8 Professional Learning / Elementary Conference / Student Holiday
11 Columbus Day / School Holiday
12 Professional Learning / Student Holiday
13 Beginning of 2nd 9 Weeks

NOVEMBER
22-26 Thanksgiving Break / School Holiday
25 Thanksgiving Day

DECEMBER
17 Early Release / End of 2nd 9 Weeks
20-31 Winter Break / School Holiday

2ND SEMESTER - 89 days

JANUARY
1 New Year's Day
3 Winter Break / School Holiday
4 Professional Learning / Student Holiday
5 Beginning of 3rd 9 Weeks
17 Martin Luther King, Jr. Day / School Holiday

FEBRUARY
18 School Holiday
21 Presidents' Day / Bad Weather Make-Up Day

MARCH
4 End of 3rd 9 Weeks
7-11 Spring Break / School Holiday
14 Professional Learning / Student Holiday
15 Beginning of 4th 9 Weeks

APRIL
15 School Holiday
18 Bad Weather Make-Up Day

MAY
6 Professional Learning / Student Holiday
25 Early Release / End of 4th 9 Weeks / **LAST DAY OF SCHOOL**
30 Memorial Day

JULY 2021						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST 2021						
Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2021						
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26	27	28	29	30		

OCTOBER 2021						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021						
Su	Mo	Tu	We	Th	Fr	Sa
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21	22	23	24	25	26	27
28	29	30				

DECEMBER 2021						
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JANUARY 2022						
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30	31					

FEBRUARY 2022						
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27	28					

MARCH 2022						
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27	28	29	30	31		

APRIL 2022						
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MAY 2022						
Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2022						
Su	Mo	Tu	We	Th	Fr	Sa
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1st Semester - 83 days **2nd Semester - 89 days**

Key

	Nine Weeks Begin/End		Holiday		Early Release		Bad Weather Make-Up Day		Professional Learning / Student Holiday
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School Directory

Baker Elementary	3125 Bluewood Drive, McKinney	469-219-2120
Boyer Elementary	1616 Montgomery Lane, Prosper	469-219-2240
Bryant Elementary	3080 Freeman Way, Prosper	469-219-2360
Cockrell Elementary	1075 Escalante Trail, Prosper	469-219-2130
Folsom Elementary	800 Somerville Drive, Prosper	469-219-2110
Furr Elementary	551 S. Bluestem Drive, McKinney	469-219-2280
Hughes Elementary	1551 Prestwick Hollow Drive, McKinney	469-219-2230
Johnson Elementary	4001 Waterview Trail, Celina	469-219-2340
Light Farms Elementary	1100 Cypress Creek Way, Celina	469-219-2140
Reeves Elementary	2501 Auburn Hills Parkway, McKinney	469-219-2350
Rucker Elementary	402 S. Craig Road, Prosper	469-219-2100
Spradley Elementary	11411 Leone Street, Frisco	469-219-2250
Stuber Elementary	721 Village Park Lane, Prosper	469-219-2290
Windsong Ranch Elementary	800 Copper Canyon Drive, Prosper	469-219-2220
Hays Middle School	14441 Hillcrest Road, Frisco	469-219-2260
Rogers Middle School	1001 S. Coit Road, Prosper	469-219-2150
Reynolds Middle School	700 N. Coleman Street, Prosper	469-219-2165
Rushing Middle School	3080 Fishtrap Road, Prosper	469-219-2370
Prosper High School	301 Eagle Drive, Prosper	469-219-2180
Rock Hill High School	16061 Coit Road, Frisco	469-219-2300

Employment

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, Prosper ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: Jeff Crownover, Chief of Administrative Services & General Counsel, 605 E. 7th St., Prosper, TX 75078, (469) 219-2000. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability: Alexis Webb, Director of Program Evaluation and Curriculum.

Questions or concerns relating to discrimination for any other reason should be directed to the Superintendent.

Job Vacancy Announcements

Policy DC

Announcements of job vacancies by position and location are posted on a regular basis to the district's website.

Employment after Retirement

Policy DC

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

Contract and Non Contract Employment

Policy DC series

State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

Probationary Contracts. Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed one school year.

For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term Contracts. Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed online or copies will be provided upon request.

Noncertified Professional and Administrative Employees. Employees in professional and administrative positions that do not require SBEC certification (such as non instructional administrators) are employed by a one-year contract that is not subject to the provisions for nonrenewal or termination under the Texas Education Code.

Paraprofessional and Auxiliary Employees. All paraprofessional and auxiliary employees, regardless of certification, are employed at will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Certification and Licenses

Policies DBA, DF

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

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

Recertification of Employment Authorization

Policy DC

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

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

Searches and Alcohol and Drug Testing

Policy CQ, DHE

Non-investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources,

lockers, and private vehicles parked on district premises or work sites or used in district business.

Employees Required to Have a Commercial Driver's License. Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Employees with questions or concerns relating to alcohol and drug testing policies and related educational material should contact Annamarie Hamrick, the Director of Transportation.

Health Safety Training

Policies DBA, DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), concussion, and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to Valerie Little, the Athletic Director.

School nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder aware-ness, recognition, and related first aid.

Reassignments and Transfers

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA (Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request by the date designated by the District. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Human Resources Office and must be approved by the receiving supervisor.

Workload and Work Schedules

Policies DEAB, DK, DL

Professional Employees. Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including start and end dates and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

Paraprofessional and Auxiliary Employees. Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees must be compensated for overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor. See Overtime Compensation on page 21 for additional information.

Breaks for Expression of Breast Milk

Policies DEAB, DG

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

Notification to Parents Regarding Qualifications

Policies DK, DBA

In schools receiving Title I funds, the district is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. ESSA also requires that parents be notified if their child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call the Human Resources Office.

Outside Employment and Tutoring

Policy DBD

Employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

Performance Evaluation

Policy DN series

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Upon receiving a report, a nursing review committee may review a nurse's nursing services, qualifications, and quality of patient care, as well as the merits of a complaint concerning a nurse, and a determination or recommendation regarding a complaint. A nurse may request, orally or in writing, a determination by the committee regarding conduct requested of the nurse believed to violate the nurse's duty to a patient.

Employee Involvement

Policies BQA, BQB

At both the campus and district levels, Prosper ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office.

Staff Development

Policy DMA

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for non-instructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Compensation and Benefits

Salaries, Wages, and Stipends

Policies DEA, DEAA, DEAB

Employees are paid in accordance with administrative guidelines and an established pay structure. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek. (See *Overtime Compensation*, page 21.)

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact Keri Croy, Payroll Manager, for more information about the district's pay schedules or their own pay.

Paychecks

All professional and salaried employees are paid monthly. Hourly employees are paid every two weeks. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization.

The schedule of pay dates for the 2021-2022 school year follows:

<i>Month</i>	<i>Pay Date</i>
<i>August</i>	<i>8/25/2021</i>
<i>September</i>	<i>9/24/2021</i>
<i>October</i>	<i>10/25/2021</i>
<i>November</i>	<i>11/19/2021</i>
<i>December</i>	<i>12/17/2021</i>

<i>January</i>	<i>1/25/2022</i>
<i>February</i>	<i>2/25/2022</i>
<i>March</i>	<i>3/25/2022</i>
<i>April</i>	<i>4/25/2022</i>
<i>May</i>	<i>5/25/2022</i>
<i>June</i>	<i>6/25/2022</i>
<i>July</i>	<i>7/25/2022</i>

Automatic Payroll Deposit

Employees can have their paychecks electronically deposited into a designated account. A notification period of ten days is necessary to activate this service. Contact Keri Croy, Payroll Manager, for more information about the automatic payroll deposit service.

Payroll Deductions

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS) or Social Security employee contributions
- Federal income tax required for all full-time employees
- Medicare tax (applicable only to employees hired after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans or prepaid tuition programs. Employees also may request payroll deduction for payment of membership dues to professional organizations and certain charitable contributions approved by the Board. Salary deductions are automatically made for unauthorized or unpaid leave.

Additionally, the District may deduct any overpayment of wages from an employee's paycheck. This may occur as one deduction for the entire amount of the overpayment or may be divided

into a series of smaller deductions from multiple paychecks as determined by the District in consultation with the affected employee.

Overtime Compensation

Policies DEAB, DEC

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action.

Overtime is defined by law as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. For the purpose of calculating overtime, a workweek begins at 12:00 AM on Sunday and ends at 11:59 PM on Saturday.

Nonexempt employees that are paid on a salary basis are paid for the hours set by the normal work schedule. Hours worked beyond the normal schedule up to 40 hours will be paid at a regular rate of pay.

Employees may be compensated for overtime (i.e., hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate up to 40 hours of comp time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval, as workload permits, or at the supervisor's direction.
- An employee is required to use comp time before using available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

Travel Expense Reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the district. Employees must

submit receipts, to the extent possible, to be reimbursed for allowable expenses other than mileage.

Health, Dental, and Life Insurance

Policy CRD

Group health insurance coverage is provided through TRS-ActiveCare, the statewide public school employee health insurance program. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Employees eligible for health insurance coverage include the following:

- Employees who are active, contributing TRS members
- Employees who are not contributing TRS members and who are employed for 10 or more regularly scheduled hours per week

TRS retirees who are enrolled in TRS-Care (retiree health insurance program) are not eligible to participate in TRS-ActiveCare.

The insurance plan year is from September 1 through August 31. Current employees can make changes in their insurance coverage during open enrollment each year or when they experience a qualifying event (e.g., marriage, divorce, birth). Detailed descriptions of insurance coverage, employee cost, and eligibility requirements are provided to all employees in a separate booklet. Employees should contact Michelle Benvie, Benefits Supervisor, for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs. Premiums for these programs can be paid by payroll deduction. Employees should contact the Benefits Office for more information (benefits@prosper-isd.net).

Cafeteria Plan Benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

Workers' Compensation Insurance

Policy CRE

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage from Edwards Risk Management, effective September 2021 - August 2022.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the campus nurse. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. See *Workers' Compensation Benefits*, page ____ for information on use of paid leave for such absences.

Unemployment Compensation Insurance

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact David Moliere, Human Resources Coordinator for Employee Engagement.

Teacher Retirement

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are eligible to purchase a year of creditable service in TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify Keri Croy, Payroll Manager, as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web (www.trs.texas.gov). See page 22 for information on restrictions of employment of retirees in Texas public schools.

Leaves and Absences

Policies DEC, DECA, DECB

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 expect to be absent for an extended period of more than five days should call Carolin Causey, Leave Specialist for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Paid leave must be used in half-day increments. Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Local leave.
- State sick leave accumulated before the 1995-96 school year.
- State personal leave.

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

Immediate Family. For purposes of leave other than family and medical leave, immediate family is defined as the following:

- Spouse
- 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.
- Parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee.
- Sibling, stepsibling, and sibling-in-law

- Grandparent and grandchild
- Any person residing in the employee's household at the time of illness or death

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA (LEGAL).

Medical Certification. Any employee who is absent more than three consecutive workdays because of a personal or family illness must submit a medical certification from a qualified healthcare provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee's fitness to return to work.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees, on an approved leave of absence other than family and medical leave, may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the Family and Medical Leave Act will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee's unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

State Personal Leave

State law entitles all employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee's usual assignment, whether full-time or part-time. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers. Personal leave may be used for two general purposes: non-discretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered non-discretionary leave. Reasons for this type of leave allow very little, if any, advance planning. Nondiscretionary may be used in the same manner as state sick leave.

Discretionary. Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor 3 days in advance of the anticipated absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

State Sick Leave

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas. State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local Personal Leave

Prosper ISD awards five days of Local Personal Leave. Local Personal Leave shall accumulate to a maximum of ten leave days and it is not transferable to other school districts or education service centers.

Personal leave may be used for two general purposes: non-discretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the

family, or active military service is considered non-discretionary leave. Reasons for this type of leave allows very little, if any, advance planning. Non-discretionary leave may be used in the same manner as state sick leave.

Discretionary. Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor 3 days in advance of the anticipated absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor. Approvals for discretionary leave will be limited each day due to the availability of substitutes. Discretionary personal leave may not be taken for more than 5 consecutive days. Certain days are prohibited from being used for discretionary leave. These include testing days, days before and after school holidays, and days of scheduled staff development or teacher workdays. The prohibited days for the 2020-2021 school year are included below:

August 3 – August 10 Professional Learning Days

August 11	First Day of School
September 3	Professional Learning Day & Day Before Holiday
September 7	Day After Holiday
October 8	Day Before Holiday
October 12	Professional Learning Day & Day After Holiday
November 19	Day Before Holiday
November 29	Day After Holiday
December 17	Day Before Holiday
January 4	Professional Learning Day
January 14	Day Before Holiday
January 18	Day After Holiday
February 17	Day Before Holiday
February 21	Day After Holiday
March 4	Day Before Holiday
March 14	Day After Holiday
April 14	Day Before Holiday
April 18	Day After Holiday
April 5 – April 7	State Testing
May 3– May 5	State Testing
May 10 – May 12	State Testing
May 25	Last Day of School

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 or a member of the employee's immediate family 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.

Vacation

Policy DED

Eligible employees in positions normally requiring 250 days of service annually shall receive paid vacation days in accordance with administrative regulations that address the following:

1. Eligibility criteria;
2. Accrual rates and availability;
3. Request and approval processes;
4. Accumulation and carryover limits; and
5. Treatment of vacation days upon separation from service.

Sick Leave Bank (or Pool)

The District shall establish a sick leave bank that employees may join through contribution of local leave. Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave. If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

All decisions regarding the sick leave bank may be appealed in accordance with DGBA(LOCAL).

Family and Medical Leave Act (FMLA)—General Provisions

The following text is from the federal notice, *Employee Rights and Responsibilities Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave*; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection.

Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
www.wagehour.dol.gov

Local Procedures for Implementing Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period measured backward from the date an employee uses FML.

Use of Paid Leave. FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined Leave for Spouses. Spouses who are employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave. When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Fitness for Duty. An employee that takes FML due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML

designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

Reinstatement. An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according to the procedures outlined in policy (see DECA (LEGAL)).

Failure to Return. If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district's share of premiums paid.

District Contact. Employees that require FML or have questions should contact Carolin Causey, Leave Specialist for details on eligibility, requirements, and limitations.

Temporary Disability Leave

Certified Employees. Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, Carolin Causey, Leave Specialist should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

Workers' Compensation Benefits

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

Assault Leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related injury and should be immediately reported to the Human Resources Office.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person nonresponsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal

leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement Leave

An employee shall be granted three days of bereavement leave upon the death of the employee's spouse, parent, or child. Such leave shall be taken with no loss of pay or other paid leave.

Jury Duty

Policies DEC, DG

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.

Compliance with a Subpoena

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

Truancy Court Appearances

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or

compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

Religious Observance

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Military Leave

Paid Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty orders by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact Carolin Causey, Leave Specialist. In most cases, the length of federal military service cannot exceed five years.

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

Employee Relations and Communications

Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings, in the district newsletter, and through special events and activities.

District Communications

Throughout the school year, Prosper ISD publishes newsletters, brochures, fliers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements. They include the following:

District Website
Campus Websites
Eagle Express
Twitter
Facebook
Video Presentations

Complaints and Grievances

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints is below:

<https://pol.tasb.org/Policy/Code/314?filter=DGBA>

Employee Conduct and Welfare

Standards of Conduct

Policy DH

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 of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.

- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the superintendent knew of the incident. See *Reports to the Texas Education Agency*, page 59 for additional information.

The *Educators' Code of Ethics*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Texas Educators' Code of Ethics

Purpose and Scope

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

Enforceable Standards

1. Professional Ethical Conduct, Practices, and Performance

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

Standard 1.2 The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or that are used to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs and toxic inhalants.

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

2. Ethical Conduct toward Professional Colleagues

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

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

3. Ethical Conduct toward Students

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

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

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

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

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

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

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- (i) the nature, purpose, timing, and amount of the communication;
- (ii) the subject matter of the communication;
- (iii) whether the communication was made openly or the educator attempted to conceal the communication;
- (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- (v) whether the communication was sexually explicit; and
- (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Discrimination, Harassment, and Retaliation

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation is below:

<https://pol.tasb.org/Policy/Code/314?filter=DIA>

Harassment of Students

Policies DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse*, page 42 and *Bullying*, page 64 for additional information.

The district's policy that includes definitions and procedures for reporting and investigating harassment of students is below:

<https://pol.tasb.org/Policy/Code/314?filter=DHB>

<https://pol.tasb.org/Policy/Code/314?filter=FFH>

Reporting Suspected Child Abuse

Policies DG, FFG, GRA

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect, as defined by Texas Family Code §261.001, are required by state law to make a report to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS.

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the

disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to Child Protective Services can be made online at <https://www.txabusehotline.org/Login/Default.aspx> or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

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. In addition, the district is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to make the required report may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Sexual Abuse and Maltreatment of Children

As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused or maltreated. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child.

Maltreatment is defined as abuse or neglect. Anyone who has reasonable cause to believe that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in *Reporting Suspected Child Abuse*.

Reporting Crime

Policy DG

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Scope and Sequence

Policy DG

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence.

The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Technology Resources

Policy CQ

The district's technology resources, including its networks, computer systems, email accounts, devices connected to its networks, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost to the district.
- Does not unduly burden the district's technology resources.
- Has no adverse effect on job performance or on a student's academic performance.

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Employees are required to abide by the provisions of the district's acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and legal action. Employees with questions about computer use and data management can contact Fernando De Velasco, Chief Technology Officer.

Personal Use of Electronic Communications

Policy CQ, DH

Electronic communications include all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic communications also include all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic communications as they are for any other public conduct. If an employee's use of electronic communications interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic communications for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use the district's logo or other copyrighted material of the district without express written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the

employee is using private or public equipment, on or off campus. These restrictions include:

- Confidentiality of student records. [See Policy FL]
- Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See DH (EXHIBIT)]
- Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
- Copyright law [See Policy CY]
- Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DH (EXHIBIT)]

See *Electronic Communications between Employees, Students, and Parents*, below, for regulations on employee communication with students through electronic media.

Electronic Communications between Employees, Students, and Parents

Policy DH

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited. Employees are not required to provide students with their personal phone number or email address.

An employee is not subject to the provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and

- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes email, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a *communication*; however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.
- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who communicates electronically with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is noted below.
- Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging shall comply with the following protocol:
 - The employee shall include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message;
 - The employee shall include his or her immediate supervisor as a recipient on each text message to the student so that the student and supervisor receive the same message; or

- For each text message addressed to one or more students, the employee shall send a copy of the text message to the employee's district email address.
- The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.
- The employee shall not communicate directly with any student between the hours of 10:00 pm and 6:00 AM. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
- The employee does not have a right to privacy with respect to communications with students and parents.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
 - Copyright law [Policy CY]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.
- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text

messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.

- An employee shall notify his or supervisor in writing within one business day if a student engages in improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Public Information on Private Devices

Policy DH

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Criminal History Background Checks

Policy DBAA

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

Employee Arrests and Convictions

Policy DH

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, and any of the other offenses listed below:

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

- Crimes involving moral turpitude

Moral turpitude includes the following:

- Dishonesty
- Fraud
- Deceit
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance
- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code.

If an educator is arrested or criminally charged, the superintendent is also required to report the educator's criminal history to the Division of Investigations at TEA.

Alcohol and Drug-Abuse Prevention

Policy DH

Prosper ISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district's policy regarding employee drug use is below:

<https://pol.tasb.org/Policy/Code/314?filter=DH>

Tobacco Products and E-Cigarette Use

Policies DH, FNCD, GKA

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

Fraud and Financial Impropriety

Policy CAA

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

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

Conflict of Interest

Policy CB, DBD

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Employees should contact their supervisor for additional information.

Gifts and Favors

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

Copyrighted Materials

Policy CY

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Associations and Political Activities

Policy DGA

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources including work time for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy DG

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

Safety

Policy CK series

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. See Emergencies on page 56 for additional information.

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 to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact Jody Woolverton, Director of Police and Emergency Services.

Possession of Firearms and Weapons

Policies DH, FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored, and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisor or call Chad Vessels, District Police Chief immediately.

Visitors in the Workplace

Policy GKC

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

Asbestos Management Plan

Policy CKA

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept in the Director of Maintenance and Operations Office and is available for inspection during normal business hours.

Pest Control Treatment

Policies CLB, DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located in the front entry of the campus. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written, or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

General Procedures

Emergency School Closing

The district may close schools because of severe weather, epidemics, or other 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 open late, to release students early, or to cancel school, district officials will post a notice on the district's website and notify the following radio and television stations:

Notification System: Weather-related school closings and delays will be communicated to employees via the district's emergency notification system.

Radio & Television Announcements: Official announcements during inclement weather will be made on WBAP News Talk 820 AM and on KXAS Channel 5, KDFW Fox 4 News, KTVT Channel 11 and WFAA Channel 8.

Emergencies

Policies CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Purchasing Procedures

Policy CH

All requests for purchases must be submitted to the Business Office on an official district purchase order (PO) form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO number. The district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact Kelley Lewis, Director of Purchasing, for additional information on purchasing procedures.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Human Resources Office if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained through this link: [PISD Employee Address Change Form](#).

Personnel Records

Policy DBA, GBA

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

Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members

The choice to not allow public access to this information or change an existing choice may be made at any time by submitting a written request to the Human Resources Office. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information may be released to the public until a request to withhold the information is submitted or another exception for release of information under law applies. An employee is responsible for notifying the district if he or she is subject to any exception for disclosure of personal or confidential information.

Facility Use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. Julie Brantley, Director of Facilities, is responsible for scheduling the use of facilities after school hours. Contact Ms. Julie Brantley to request to use school facilities and to obtain information on the fees charged.

Termination of Employment

Resignations

Policy DFE, DHB

Contract Employees. Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the Supervisor. Contract employees may resign at any other time only with the approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation within seven business days following an alleged incident of misconduct for any of the acts listed in *Reports to Texas Education Agency* on page 59. The superintendent will notify SBEC when an employee resigns and there is evidence to indicate that the employee has engaged in such misconduct.

Noncontract Employees. Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to their Supervisor at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct or abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or of knowing about an employee's resignation or termination following an alleged incident of misconduct described above.

Dismissal or Nonrenewal of Contract Employees

Policies DF Series, DHB

Employees on probationary, term, and continuing contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be nonrenewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee.

The principal is required to notify the superintendent of an educator's termination within seven business days following an alleged incident of misconduct for any of the acts listed in *Reports to*

Texas Education Agency on page 60. The superintendent will notify SBEC when an employee is terminated and there is evidence to indicate that the employee has engaged in such misconduct.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available online.

Dismissal of Noncontract Employees

Policies DCD, DP

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, sex, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance. (See *Complaints and Grievances*, page 36)

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct or abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above.

Discharge of Convicted Employees

Policy DF

The district shall discharge any employee who has been convicted of or placed on deferred adjudication community supervision for an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor.

If the offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All district keys, books, property, including intellectual property, and equipment must be returned upon separation from employment.

Reports to Texas Education Agency

Policies DF, DHB, DHC

Certified Employees. The resignation or termination of a certified employee must be reported to the Division of Investigations at TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor, or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

The reporting requirements above are in addition to the superintendent's ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history or engaged in conduct violating the assessment security procedures established under TEC §39.0301. "Reported criminal history" means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

Noncertified Employees. The voluntary or involuntary separation of a noncertified employee from the District must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful

act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.

Reports Concerning Court-Ordered Withholding

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

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

Student Issues

Equal Educational Opportunities

Policies FB, FFH

In an effort to promote nondiscrimination and as required by law, Prosper ISD does not discriminate on the basis of race, color, religion, national origin, age, sex, or disability in providing education services, activities, and programs, including Career and Technical Education (CTE) programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students based on sex, including sexual harassment should be directed to Valerie Little, Director of Athletics, the District Title IX coordinator for students. Questions or concerns about discrimination on the basis of a disability should be directed to Alexis Webb, the District ADA/Section 504 coordinator for students. All other questions or concerns relating to discrimination based on any other reasons should be directed to the Chief of Administrative Services & General Counsel.

Student Records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student's records before this time.
- School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the Campus Principal for assistance.

Parent and Student Complaints

Policy FNG

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

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

Administering Medication to Students

Policy FFAC

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the self-administration of asthma medication, medication for anaphylaxis (e.g., EpiPen®), and medication for diabetes management, if the medication is self-administered in accordance with district policy and procedures. A student who must take any other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary Supplements

Policies DH, FFAC

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

Psychotropic Drugs

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

Student Conduct and Discipline

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Attendance

Policy FEB

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student upon returning to school, must bring a note signed by the parent or guardian that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying

Policy FFI

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

<https://pol.tasb.org/Policy/Code/314?filter=FFI>

Hazing

Policy FNCC

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

Index

Administering medication, 60
Administration, 7
Alcohol and drug
 abuse prevention, 47
 testing, 11
Arrests and convictions, 46
Asbestos management plan, 51
Assault leave, 29
Associations and political activities, 49
At-will employment, 10
Automatic payroll deposits, 16
Background checks, 46
Bad weather closing, 53
Benefits
 cafeteria plan, 19
 health insurance, 18
 leave, 21
 retirement, 20
 supplemental insurance, 19
 workers' compensation, 20, 28
Bereavement leave, 29
Board of Trustees
 information, 6
 meeting schedule, 7
 members, 6
Breaks, 13
Breast milk, 13
Bullying, 61
Cafeteria plan benefits, 19
Certification
 health and safety training, 11
 maintaining, 10
 parent notification, 14
Change of address, 53
Charitable contributions, 50
Child abuse
 reporting, 39
 sexual, 40
Code of ethics, 35
Committees, 15
Compensation, 16
Complaints
 employee, 33
 parent and student, 60
Compliance coordinators, 8, 59
Compliance with a subpoena, 30
Conduct and welfare, 34
Conflict of interest, 48
Contract
 employment, 9
 noncertified employees, 9
 nonrenewal, 55
Copyright materials, 49
Court appearances, 30
Court-ordered withholding, 58
Crime reporting, 40
Criminal history, 46
Dietary supplements, 60
Directories
 helpful contacts, 7
 school, 7
Discrimination
 employee, 38
 student, 59
Dismissal
 contract employees, 55
 noncontract employees, 55
District
 communications, 32
 description, 6
 information, 6
 map, 6
 mission statement, 6
Drug
 abuse prevention, 47
 psychotropic, 61
 testing, 11
E-cigarettes, 47
Electronic communications, 41, 43
Emergencies, 53
Employee
 conduct and welfare, 34

involvement, 15
recognition, 32
Employment
after retirement, 8
at-will, 10
authorization documents, 10
contract, 9
noncontract, 9
outside, 14
Equal opportunity
educational, 59
employment, 8
Every Student Succeeds Act, 14
Exit interviews, 56
Facility use, 54
Family and medical leave, 24
Firearms, 51
Form I-9, 10
Fraud, 48
General procedures, 53
Gifts and favors, 49
Grievances, 33
Harassment, 38
Hazing, 62
Health insurance, 18
Health safety training, 11
Helpful contacts, 7
Insurance
health, 18
supplemental, 19
unemployment, 20
Internet use, 41, 43
Job vacancy announcements, 8
Jury duty, 29
Leave
assault, 29
bank, 23
bereavement, 29
court appearance, 30
discretionary, 22
extended, 23
family and medical, 24
jury duty, 29
local, 23
medical certification, 22
military, 30
nondiscretionary, 22
peace officers, 31
personal, 22
pool, 23
proration, 23
religious observance, 30
sick, 23
temporary disability, 27
truancy court appearance, 30
workers' compensation, 28
Maltreatment of children, 40
Medications, 60
Military leave, 30
Mission statement, 6
Name and address changes, 53
Nonrenewals, 55
Nursing mothers, 13
Outside employment, 14
Overtime, 17
Parent and student complaints, 60
Parent notification, 14
Paychecks, 16
Payroll
automatic deposits, 16
deductions, 17
schedule, 16
Peace officer leave, 31
Performance evaluation, 14
Personal leave, 22
Personnel records, 54
Pest control treatment, 51
Political activities, 49
Possession of firearms and weapons, 51
Psychotropic drugs, 61
Public information, 46
Purchasing procedures, 53
Qualifying exigency, 27
Reassignments, 12
Religious observance, 30
Resignations, 55
contract employees, 55
noncontract employees, 55

Retaliation, 38
Retirement
 benefits, 20
 employment after, 8
Safety, 50
Salaries, 16
School
 calendar, 7
 closing, 53
 directory, 7
Scope and sequence, 41
Searches, 11
Sexual harassment, 38
Sick leave, 23
Staff development, 15
Standards of conduct, 34
Student
 attendance, 61
 bullying, 61
 complaints, 60
 dietary supplements, 60
 discipline, 61
 equal educational opportunities, 59
 harassment, 38
 hazing, 62
 medication, 60
 records, 59
Supplemental insurance, 19
TEA reports, 57
Teacher retirement, 20
Technology resources, 41
Temporary disability leave, 27
Termination
 discharge of convicted employees, 56
 dismissal during the contract term, 55
 exit interviews, 56
 noncontract employees, 56
 nonrenewal, 55
 reports to TEA, 55, 57
 resignation, 55
Texas Mother-Friendly Worksite, 13
Text messaging, 43
Tobacco
 products, 47
 use, 47
Training
 health and safety, 11
 staff development, 15
Transfers, 12
Travel expenses, 18
Truancy court appearances, 30
Tutoring, 14
Unemployment insurance, 20
Vacancy announcements, 8
Vacation, 23
Visitors, 51
Wages, 16
Weapons, 51
Whistleblower Act, 40
Work schedule, 12
Workers' compensation benefits, 20, 28
Workload, 12

MCCATHERN

SHOKOUI • EVANS • GRINKE

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July 12, 2022

Via Email: jrcrownover@prosper-isd.net

Via Email: gkbradley@prosper-isd.net

Via Facsimile: (972) 346-9247

Via CMRRR: 7016 3010 0000 9512 0650

Dr. Greg Bradley, Deputy Superintendent
Jeff Crownover, Chief of Administrative Services & General Counsel
Prosper Independent School District
605 East Seventh Street
Prosper, Texas 75078

Re: Representation of Kimberly Koniecki and Seth Erickson as Next Friends of Their
Minor Daughters

Dear Dr. Bradley and Mr. Crownover:

This law firm has been retained to represent Kimberly Koniecki and Seth Erickson as next friends of their two minor daughters, Elise and Emilia, in all matters concerning the abuse of their daughters by a former Prosper Independent School District (“Prosper ISD”) employee, Frank Paniagua. Please direct all future communications regarding Ms. Koniecki, Mr. Erickson, and/or their daughters to me. If you have retained counsel to represent Prosper ISD in this matter, please have your attorney contact our office.

DEMAND FOR PRESERVATION OF EVIDENCE

We hereby request and demand that Prosper ISD, its employees, agents, and affiliates (hereinafter, “you”) preserve—and not alter in any way—any evidence regarding the above-referenced matter, including but not limited to information related to: Ms. Koniecki, Mr. Erickson, or their daughters; any Prosper ISD teacher, administrator, or other agent or employee responsible for the care and supervision of Ms. Koniecki and Mr. Erickson’s daughters; any Prosper ISD teacher, administrator, or other agent or employee responsible for administration of Prosper ISD bus drivers; any investigation into or reports of physical or sexual abuse of children by any teacher, administrator, or other agent or employee of Prosper ISD; Prosper ISD’s knowledge or awareness of abuse or reports of abuse by any of its teachers, administrators, or other agents or employees of Prosper ISD; your policies and procedures regarding the prevention, investigation, and/or reporting of child abuse in place from January 1, 2012 to present; Mr. Paniagua’s employment; Prosper ISD school bus policies and relevant bus routes from January 1, 2012 to present; all relevant video surveillance; communications and/or investigations regarding the above-referenced matter; and

MCCATHERN, PLLC

July 12, 2022

Page 2

records of your activities affecting Mr. Paniagua in any way. We also demand that you preserve all electronic data in any way related to the above-referenced matter, as well as any electronic data held by anyone involved in reviewing, investigating, or evaluating these issues. Be advised that we consider electronic data to be a valuable and irreplaceable source of discoverable information. As you may know, electronic information is subject to discovery in litigation and is admissible at trial.

Electronic data includes, but is not limited to, originals and all copies of electronic mail (“email”); activity listing of email receipts and/or transmittals; voicemail; audio or video recordings of any kind; computer programs (whether private, commercial, or a work in progress), programming notes or instructions; output resulting from the use of any software program, including word processing documents spreadsheets, database files, charts, graphs and outlines; operating systems; source codes of all types; PIF files; batch files; ASCII files; and all miscellaneous electronic files and/or file fragments, regardless of the media on which they are stored and regardless of whether the data resides in an active file, deleted file or file fragment.

Until you fully and completely backup all of your electronic data regarding the incident, we request and demand that you not:

1. Initiate any procedures that would alter any active, deleted, or fragmented electronic data. Such procedures may include, but are not necessarily limited to, deleting or attempting to delete any electronic information, saving newly created files to disks that already contain information, loading new software on such disks or running data compressions or de-fragmentation (optimization) routines on them;
2. Rotate, alter, or destroy any media that stores electronic data where such activity could result in the alteration or loss of any electronic data;
3. Dispose of any media that contains electronic data; and
4. “Write over” any electronic data.

OPTION: If you will not or cannot comply with this request, please notify me in writing of your refusal and explain why you are refusing.

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July 12, 2022

Page 3

This letter is without waiver or prejudice of any and all claims and rights of Ms. Koniecki and Mr. Erickson as next friends of their minor daughters, all of which are expressly reserved herein.

Thank you for your attention to the above, and we look forward to your prompt response and cooperation in this matter.

Best regards,

/s/ Levi G. McCathern, II

Levi G. McCathern, II

LGM/SE/KMH