

# Triumph Public High Schools



## Personnel and Policy Procedure Handbook

With Amendments Through September 19, 2020

## WELCOME TO TRIUMPH PUBLIC HIGH SCHOOLS.

On behalf of the Triumph Public High Schools we welcome you and wish you every success for a rewarding future.

You are now a member of Triumph Public High Schools family! It takes the involvement of each one of us, no matter what our role, to make Triumph Public High Schools successful and a good place to work.

The Triumph Public High Schools team takes personal pride in the service we provide. As dedicated and committed professionals, we know quality service builds client loyalty and growth.

This handbook was developed to describe some of the expectations Triumph Public High Schools has of all employees. It also outlines the policies, programs and benefits available to those who are eligible.

You should familiarize yourself with the contents of the employee handbook as soon as possible. It will answer many questions about employment with Triumph Public High Schools.

Again, welcome to the Triumph Public High Schools family! We hope you will find your employment to be challenging, enjoyable and rewarding.

Sincerely,

*Frances Berrones-Johnson*

Frances Berrones Johnson  
Superintendent/CEO  
Charter School Division

# Triumph Public High Schools

## PERSONNEL POLICIES AND OPERATIONAL PROCEDURES HANDBOOK

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# PERSONNEL POLICIES AND OPERATIONAL PROCEDURES HANDBOOK

## SECTION 100: INTRODUCTION

Revised Date:

This handbook is designed to acquaint you with Triumph Public High Schools (hereinafter referred to as the District). It also provides you with information about working conditions, employee benefits, and some of the policies, which affect you as an employee of an open-enrollment charter school in Texas. Please read the handbook carefully. It is important that you understand and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs and policies that can benefit employees. One of our objectives is to provide a work environment conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. Because of the need to accommodate changes in the District, the following policies and procedures are subject to change without notice. Therefore, the District reserves the right to modify, supersede, or eliminate any policies or procedures in the handbook at its sole and absolute discretion. Employees will be notified of such changes as they occur.

This handbook is not an employment contract. It is not intended to create contractual obligations of any kind. Neither the employee nor the District is bound to continue the employment relationship. If either chooses, they may at their will, end the relationship at any time. The only recognized deviations from the stated policies herein are those authorized by the Superintendent/CEO.

The District's personnel policies and procedures will be applied fairly, with the District's schools, and its employees' best interests in mind.

## SECTION 101: CORPORATE RESPONSIBILITIES

Revised Date:

### 1. ROLE OF THE BOARD

Student Alternatives Program, Inc. is the charter holder of the open-enrollment charter school. The Board of Directors of Triumph Public High Schools is a non-profit Board that is ultimately responsible for maintaining the fiscal and management integrity of the organization.

## **SECTION 101: CORPORATE RESPONSIBILITIES (Continued)**

### **2. ROLE OF THE STATE CHARTER SCHOOL BOARD**

The State Charter School Board serves as the governing Board of the charter schools administered by Student Alternatives Program, Inc. It is entrusted with the responsibility of overseeing the implementation of the charter schools and establishing and monitoring the policies and operational procedures that will ensure charter schools achieve their primary mission.

### **3. ROLE OF THE SUPERINTENDENT/CEO**

The role of the Superintendent/CEO is to assure that the fiscal and programmatic integrity of the organization is secure.

### **4. ROLE OF THE STAFF**

The role of the staff is to implement the organization's mission and policies through projects and programs.

## **SECTION 200: EQUAL EMPLOYMENT OPPORTUNITY**

Revised Date:

It is the policy of the District that employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicants or employee's race, color, religion, sex, national origin, age, or disability. In addition, it is our policy to provide an environment that is free of unlawful harassment of any kind, including that, which is sexual, age-related or ethnic in nature. This policy governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment.

Each site and school of the District shall post notices regarding non-discrimination in employment as required by the Equal Employment Opportunity Commission.

## **SECTION 201: EMPLOYMENT STATUS OF INDIVIDUALS WITH LIFE THREATENING ILLNESSES**

Revised Date:

The District recognizes those employees with life-threatening illnesses, such as, but not limited to, cancer, heart diseases, and AIDS, may wish to continue their normal pursuits, including work, to the extent that their condition allows. The decision to continue work will be based on the ability to meet normal performance standards and on the receipt of satisfactory medical evidence that the employees do not present an immediate threat to themselves or others. Evaluation of the potential danger presented by individuals with life-treating diseases will occur on a case-by-case basis and will consider existing medical and scientific evidence.

## **SECTION 202: SEXUAL AND OTHER FORMS OF IMPERMISSIBLE HARASSMENT**

Revised Date:

We are committed to providing a work environment that is free of discrimination. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, nation of origin, age, religion, disability, or any other legally protected characteristic will not be tolerated. This policy applies to employees and non-employees, e.g., vendors, students, or clients, of the District.

The District prohibits sexual harassment as a form of unlawful gender discrimination. Inappropriate sexual conduct (both overt and subtle) can serve to create an offensive work environment and is thus prohibited.

Employee-to-Employee: Sexual harassment of a co-worker is a form of discrimination and is prohibited by law. Sexual harassment is defined as unwelcome sexual advances,

## **SECTION 202: SEXUAL AND OTHER FORMS OF IMPERMISSIBLE HARASSMENT (Continued)**

requests for sexual favors, and other verbal or physical conduct under the following conditions:

- Submission to such conduct is explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for employment decisions.
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or otherwise offensive work environment.

Employee-to-Student: Sexual harassment or abuse of students by employees is a form of discrimination and is strictly forbidden. Sexual harassment and abuse of students includes touching, sexual advances, requests for sexual favors, stalking, sounds, gestures, stares, remarks, jokes or written communications of a sexual nature. Romantic relationships between employees and students are strictly prohibited. Other prohibited conduct includes the following:

- Engaging in sexually oriented conversations for the purpose of personal sexual gratification
- Telephoning students at home or elsewhere to solicit social relationships
- Engaging in physical contact that would reasonably be construed as sexual in nature or abusive
- Enticing or threatening students to get them to engage in sexual behavior in exchange for grades or other school-related-benefits; or
- The use of corporal punishment as a means of disciplining students.

Student-to-Student: Sexual harassment of students by other students is a violation of a student's rights to a safe school environment conducive to learning and is prohibited. Sexual harassment of students by other students while on campus or at a school-sponsored activity will not be tolerated. Complaints or suspicion of sexual harassment must be investigated promptly. Violators are subject to appropriate disciplinary action.

The school shall designate at least one employee to serve as a Title IX Coordinator to investigate complaints of harassment involving students. The name, office address, and telephone number of the Title IX Coordinator shall be published to all employees and students and the school shall adopt and publish grievance procedures that will accomplish

**SECTION 202: SEXUAL AND OTHER FORMS OF IMPERMISSIBLE HARASSMENT  
(Continued)**

prompt and equitable resolution of complaints involving students. All allegations of sexual harassment of students and/or abuse of students shall be referred to the Title IX Coordinator.

Employee complaints regarding sexual harassment shall be made in accordance with District’s sexual harassment grievance procedures. If appropriate, employees may report their concerns to the Superintendent/CEO or his/her designated representative. It shall be the duty of the designated investigating officer to investigate such complaints and for the school to take appropriate remedial action based upon the investigation. Any employee engaging in any improper harassment will be subject to disciplinary action, including termination of employment.

**SECTION 203: PROHIBITION OF HARASSMENT, DISCRIMINATION AND RETALIATION UNDER TITLE IX**

Revised Date: Amended September 19, 2020
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**Equal Employment Opportunity**

Triumph Public High Schools (“Triumph” or the “School”) is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law as required by Title VI and Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Title I and Title V of the Americans with Disabilities Act of 1990, as amended (“ADA”); the Age Discrimination in Employment Act of 1967, as amended (“ADEA”); Section 504 of the Rehabilitation Act of 1973, as amended; the Genetic Information Nondiscrimination Act of 2008 (“GINA”); and any other legally-protected classification or status protected by federal, state, or local law. Additionally, Triumph Public High Schools does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to an alleged discriminatory employment practice. Employment decisions will be made on the basis of each individual’s job qualifications, experience, and abilities and in accordance with applicable state and federal law.

Employees can raise concerns and make reports without fear of reprisal. Employees with questions or concerns relating to equal employment opportunity, including discrimination and disability accommodations, are encouraged to bring these issues to the attention of a Triumph Public High Schools administrator, or one of the compliance coordinators designated below.

As required by Title IX, Triumph Public High Schools does not (and is required not to) discriminate on the basis of sex in its educational programs or activities. This non-discrimination requirement applies to admission to and employment with Triumph Public

High Schools. Inquiries into issues related to Title IX may be referred to Triumph Public High Schools's Title IX Coordinator (identified below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Triumph Public High Schools has designated the following person as the Title IX Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination on the basis of sex, including sexual harassment: Samantha Gonzales, Director of Human Resources & Risk Management, Address: 1218 S. Presa, San Antonio, TX 78210, Phone: (210) 227-0295.

Triumph Public High Schools has designated the following person as the ADA / Section 504 Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of disability: Debbie Constable, Special Programs Coordinator, Address: 1218 S. Presa, San Antonio, TX 78210, Telephone: (210) 227-0295

Triumph Public High Schools has designated the following person as the Title VII/ADEA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis race, color, religion, gender, sex, national origin, or age: Samantha Gonzales, Director of Human Resources & Risk Management, Address: 1218 S. Presa, San Antonio, TX 78210, Telephone: (210) 227-0295

All other complaints regarding equal employment opportunity may be directed to: Samantha Gonzales, Director of Human Resources & Risk Management, Address: 1218 S. Presa, San Antonio, TX 78210, Telephone (210) 227-0295

### **Prohibition of Discrimination, Harassment, and Retaliation**

Triumph Public High Schools prohibits discrimination, including harassment, of a co-worker based upon race, color, national origin, religion, sex or gender, disability, veteran status, age, genetic information, or any other basis prohibited by law. While acting in the course of their employment, employees shall not engage in prohibited discrimination or harassment of other persons including Board members, vendors, contractors, volunteers, or parents. Discrimination or harassment become unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment; or
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of prohibited discrimination or harassment. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Prohibited and offensive conduct can include, but is not limited to, offensive jokes, slurs, epithets, or name-calling; physical assaults or threats; intimidation; ridicule or mockery; insults or put-downs; offensive objects or pictures; and/or interference with work

performance. Harassment can occur in a variety of circumstances, including but not limited to the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the school, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

### ***Retaliation***

Triumph Public High Schools strictly prohibits retaliation against a student, parent, or an employee who in good faith reports or complains about discrimination, harassment, or other prohibited conduct, or who serves as a witness or otherwise participates in an investigation. Employees who take part in any retaliatory action will be subject to discipline, up to and including termination. Retaliation may include, but is not limited to: demotion, denial of promotion, poor performance appraisals, transfer, and assignment of demeaning tasks or taking any kind of adverse actions against a person who complains about discrimination or harassment.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a Triumph Public High Schools investigation regarding harassment or discrimination is subject to appropriate discipline, up to and including termination.

### ***Reporting Procedures***

An employee who believes that he or she has experienced prohibited discrimination or harassment, retaliation, or believes that another employee has experienced such prohibited conduct, should follow the "Employee Complaints and Grievances Regarding Harassment and Discrimination" section of the Employee Handbook. The process for making formal complaints regarding sexual harassment is discussed in the "Sexual Harassment Prohibited" section of the Employee Handbook.

Reports of prohibited discrimination or harassment shall be made as soon as possible after the alleged act or knowledge of the alleged act. Failure to promptly report may impair Triumph Public High Schools' ability to investigate and address the prohibited conduct.

Any supervisor who receives a report of prohibited discrimination or harassment shall immediately notify the appropriate Compliance Coordinator listed above, and take any other steps required by Triumph Public High Schools policy.

### ***Sexual Harassment Prohibited***

Triumph Public High Schools prohibits discrimination on the basis of sex, including sexual harassment, by an employee, volunteer, or student.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. A school employee conditioning the provision of aid, benefit, or service of Triumph Public High Schools on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Triumph Public High Schools's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).

Examples of sexual harassment may include, but are not limited to, touching private body parts or coercing physical contact that is sexual in nature; sexual advances; jokes or conversations of a sexual nature; sexually-motivated physical, verbal, or nonverbal conduct; or other sexually motivated conduct, communications, or contact.

Romantic or inappropriate social relationships between students and school employees are prohibited. Any sexual relationship between a student and a school employee is always prohibited, even if consensual.

### ***General Definitions***

A "complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

A "respondent" means an individual who is reported to be the perpetrator of conduct that could constitute sexual harassment.

A "formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Triumph Public High Schools investigate the allegation of sexual harassment.

"Supportive measures" means non-disciplinary, non-punitive individualized services offered appropriate and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to Triumph Public High Schools' educational program or activity without unreasonably burdening either party, including measures designed to protect the safety of all parties or Triumph Public High Schools' educational environment, or deter sexual harassment. Examples of supportive measures include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of class schedules, mutual restrictions on contact between the parties, and other similar measures.

### ***Reporting Sexual Harassment***

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by email, using the contact information listed for the Title IX Coordinator in the Employee Handbook, or by

any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

Triumph Public High Schools' response to a report of sexual harassment must treat complainants and respondents equitably by offering supportive measures and by following a grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

After a report of sexual harassment has been made, the Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

### ***Notice of Allegations***

Upon receipt of a formal complaint, Triumph Public High Schools must provide the following written notice to the parties who are known:

- Notice of Triumph Public High Schools' grievance process, including any informal resolution process.
- Notice of the allegations of sexual harassment, including, to the extent known, the identity of the parties, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident.
- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made known at the conclusion of the grievance process.
- Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
- Notice that the parties may inspect and review evidence related to the complaint.
- Notice that Triumph Public High Schools prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during an investigation, Triumph Public High Schools decides to investigate allegations about the complaint or respondent that are not included in the initial notice of the complaint, Triumph Public High Schools must provide notice of the additional allegations to the parties whose identities are known.

### ***Grievance Process***

At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of Triumph Public High Schools.

The following guidelines apply when Triumph Public High Schools receives a formal complaint of sexual harassment. This process is designed to incorporate due process, principles, treat all parties fairly, and to assist Triumph Public High Schools reach reliable responsibility determinations.

- Triumph Public High Schools will require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person’s status as a complainant, respondent, or witness.
- Any individual designated by Triumph Public High Schools as a Title IX Coordinator, investigator, decision-maker, or to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or responsible. Triumph Public High Schools will ensure that Title IX Coordinators, investigators, decision-makers, and anyone who facilitates an informal resolution process receive appropriate training related to the requirements of Title IX and Triumph Public High Schools’ sexual harassment policy.
- Triumph Public High Schools recognizes a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.
- Triumph Public High Schools shall attempt to complete an investigation of reported sexual harassment within 60 calendar days of receiving a complaint. However, the investigation process may be delayed or extended for a limited time for good cause with written notice to the complainant and the respondent of the delay or extension. Good cause may include considerations such as absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- Students found to have engaged in sexual harassment are subject to disciplinary action as outlined in the School’s Student Code of Conduct. Employees found to have engaged in sexual harassment are subject to disciplinary action as outlined in the Employee Handbook.
- Triumph Public High Schools shall employ the preponderance of evidence standard to determine responsibility when reviewing formal complaints.
- Triumph Public High Schools may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

### ***Consolidating Formal Complaints***

Triumph Public High Schools may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### ***Dismissal of Formal Complaints***

Triumph Public High Schools must investigate the allegations in a formal complaint.

Triumph Public High Schools must dismiss a formal complaint if the conduct alleged in the formal complaint:

- Would not constitute sexual harassment, even if proved;
- Did not occur in Triumph Public High Schools’ education program or activity; or
- Did not occur against a person in the United States.

Triumph Public High Schools may dismiss a formal complaint or any allegations therein if, at any time during the investigation:

- A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled or employed by Triumph Public High Schools; or
- Specific circumstances prevent Triumph Public High Schools from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, Triumph Public High Schools must promptly send simultaneous written notice to the parties of the dismissal and the reason(s) for the dismissal. Dismissal of a formal complaint does not preclude Triumph Public High Schools from taking appropriate action under the Student Code of Conduct, the Employee Handbook, and/or any other school policy that may apply to the alleged conduct.

### ***Investigating Formal Complaints***

The following guidelines apply during the investigation of a formal complaint and throughout the grievance process.

- Triumph Public High Schools will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on Triumph Public High Schools and not on the parties.
- Triumph Public High Schools cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Triumph Public High Schools receives that party's voluntary, written consent to do so.
- Triumph Public High Schools will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- Triumph Public High Schools will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- Triumph Public High Schools will provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice, and not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding. Triumph Public High Schools may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
- Triumph Public High Schools will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.
- Triumph Public High Schools will provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related

to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

- Prior to completing an investigative report, Triumph Public High Schools must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response, which the investigator will consider prior to completing the investigative report.
- Triumph Public High Schools must create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to a determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for review and written response.
- After sending the investigative report to the parties and before reaching a determination of responsibility, the decision-maker(s) must afford each party the opportunity to submit written relevant questions that a party wants asked of any witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

### ***Determination Regarding Responsibility***

The decision-maker(s) making a determination regarding responsibility cannot be the same person(s) as the Title IX Coordinator or the investigator(s). The decision-maker(s) must review the investigation report and make a written determination, based on the preponderance of evidence standard, regarding responsibility. The written determination must include:

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, or methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding application of Triumph Public High Schools' Code of Conduct, Employee Handbook, or other non-discrimination policies to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and whether remedies designed to restore or preserve equal access to Triumph Public High Schools' education program or activities will be provided to the complainant; and
- Triumph Public High Schools' procedures and permissible bases for the complainant

and respondent to appeal.

Triumph Public High Schools must provide the written determination to the parties simultaneously. The determination becomes final either on the date Triumph Public High Schools provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for effective implementation of any remedies.

### ***Appeals***

Triumph Public High Schools will offer both parties an appeal from a determination regarding responsibility, and from Triumph Public High Schools' dismissal of a formal complaint or any allegations therein, on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

As to appeals, Triumph Public High Schools will ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, or the investigator(s), or the Title IX Coordinator. Triumph Public High Schools will provide both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome.

The decision-maker(s) for the appeal will issue a written decision, based on the preponderance of evidence standard, describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

A party who is dissatisfied with the appeal decision may file an appeal to the Board of Directors through the process outlined in Triumph Public High Schools' grievance procedures.

### ***Emergency Removals***

Triumph Public High Schools is able to remove a respondent from Triumph Public High Schools' education program on an emergency basis, provided that Triumph Public High Schools undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. Triumph Public High Schools' ability to do so may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504, or the Americans with Disabilities Act.

### ***Informal Resolution***

At any time prior to reaching a determination regarding responsibility, Triumph Public High Schools may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. However, Triumph Public High Schools may not require as a condition of enrollment or continuing enrollment, or employment or continued employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints. Additionally, Triumph Public High Schools may not require the parties to participate in an informal process and may not offer an informal resolution process unless a formal complaint is filed.

Prior to facilitating an informal resolution process, Triumph Public High Schools must:

- Provide to the parties a written notice disclosing the allegations and the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations. The notice must also inform that, at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, as well as of any consequence resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- Obtain the parties' voluntary, written consent to the informal resolution process.

Triumph Public High Schools may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

### ***Retaliation Prohibited***

Neither Triumph Public High Schools nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under this policy.

Examples of retaliation may include, but are not limited to, intimidation, threats, coercion, or discrimination.

Complaints alleging retaliation may be filed according to the grievance procedure described above.

### ***Confidentiality***

Triumph Public High Schools must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by FERPA or as required by law, or for purposes related to the conduct of any investigation, hearing, or judicial proceeding arising under the Title IX regulations.

### ***Non-Sexual Harassment Sex Discrimination***

The formal complaint investigation and resolution process outlined above applies only to formal complaints alleging sexual harassment as defined by Title IX, but not to complaints alleging sex discrimination that do not constitute sexual harassment. Complaints of non-sexual harassment sex discrimination may be filed with the Title IX Coordinator and will be handled under the process described in the “Employee Complaints and Grievances Regarding Harassment and Discrimination” portion of the Employee Handbook.

### **Employee Complaints and Grievances Regarding Harassment and Discrimination**

**\*\*NOTE\*\*** Triumph Public High Schools’ process for making formal complaints regarding sexual harassment is discussed in the “Sexual Harassment Prohibited” portion of the Employee Handbook.

Triumph Public High Schools takes allegations of harassment and discrimination very seriously and intends to investigate all official complaints. Triumph Public High Schools will take appropriate actions for all substantiated allegations. Employees who believe they are being harassed or discriminated against are requested to take the following actions:

- In the event you feel you are a victim of harassment, you should contact your immediate supervisor and/or the designated Compliance Coordinator immediately. In the event your immediate supervisor is the alleged harasser, you should contact the next level of management immediately. Complaints against the designated compliance coordinator may be submitted to the Superintendent.
- Any employees who are uncomfortable with face-to-face interaction may write down their complaints in a memo, and submit the memo to their immediate supervisor and/or the designated Compliance Coordinator.
- Any Triumph Public High Schools employee who receives a report of suspected harassment or discrimination is expected to immediately contact the designated Compliance Coordinator.
- Complaints will be handled in a timely manner.

Reports of prohibited discrimination or harassment shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the school’s ability to investigate and address the alleged prohibited conduct.

Any supervisor who receives a report of discrimination or harassment shall immediately notify the appropriate Compliance Coordinator, and take any other steps required by Triumph Public High Schools.

After receiving a report, the Compliance Coordinator shall determine whether the allegations, if proven, would constitute prohibited discrimination or harassment. If so, Triumph Public High Schools shall immediately authorize or undertake an investigation. If

appropriate, Triumph Public High Schools shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The school's investigation may be conducted by the Compliance Coordinator or designee, or by a third party designated by Triumph Public High Schools, such as an attorney. When appropriate, the Principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

After completing an investigation, the investigator shall prepare a written report summarizing the outcome of the investigation.

If the results of an investigation indicate that prohibited conduct occurred, Triumph Public High Schools shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct and to end any harassment and to deter future harassment. Triumph Public High Schools may also take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

To the greatest extent possible, Triumph Public High Schools shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. The purpose of this provision is to maintain impartiality and confidentiality to the extent possible. Both the reporting individual, victim and the accused have equal privacy rights under the law, and Triumph Public High Schools must respond accordingly. However, limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

An employee who is dissatisfied with the outcome of the investigation may appeal through the School's general employee grievance process, beginning at the level of Superintendent review.

Triumph Public High Schools prohibits retaliation against an employee who, in good faith, makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation. Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

In addition to using the school's complaint process, an employee may file a formal complaint with the Equal Employment Opportunity Commission ("EEOC") or Texas Workforce Commission ("TWC"). Additional information may be found by visiting <http://www.eeoc.gov/employees/charge.cfm>.

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## **SECTION 300: EMPLOYMENT CATEGORIES**

Revised Date: August 9, 2017

It is the intent of Triumph Public High Schools (TPHS) to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and the District.

Each employee is designated as either EXEMPT or NON-EXEMPT under the federal and state wage and hour laws in accordance with applicable federal law. NON-Exempt employees are entitled to overtime pay under the specific provisions of federal law. EXEMPT employees are excluded from the specific provisions of federal and state wage and hour laws. An employee's EXEMPT and NON-EXEMPT classification may be changed only upon written notification by the School, and in accordance with applicable federal law.

Exempt status applies to the position and not the employee. Exempt simply means the position the employee fills is exempt from the Fair Labor Standards Act ("FLSA"), and is not entitled to overtime compensation. Exempt employees are paid on a salaried basis, and their salary is not reduced for absences of less than one full day. However, any full days of absence taken in excess of the employee's allotment/service record accumulation of sick or personal leave will result in an employee payroll deduction calculated on a pro-rated daily rate, in accordance with FLSA.

Non-exempt positions are those positions that are not exempt from the FLSA. Non-exempt positions require the school to pay the employee overtime (time and a half) for all hours worked in excess of 40 during a workweek. The key phrase here is "hours worked." An employee may work 32 hours in a week and have 16 hours of vacation time. This would reflect as 48 hours on a paycheck, but for overtime calculation, the employee actually worked 32 hours – so overtime would not be paid. All employee in positions that are classified as non-exempt will be required to maintain a time card or record, and will be eligible for overtime pay in accordance with the appropriate Wage and Hour laws.

The School's positions are reviewed and assigned an FLSA (exempt or non-exempt) status that is maintained on a master record by the Human Resources Department. Employees may obtain this information from the Human Resources Department upon request.

## **SECTION 301: COMPENSATION FOR SUPPLEMENTAL DUTY**

Revised Date: December 13, 2008; May 15, 2021

Non-exempt personnel must not work more than 40 hours within a seven-day workweek. Moreover, non-exempt and exempt personnel, paid on a salary basis, must not work more than the number of days scheduled for the school year. The Superintendent/CEO, or his/her designee, may approve overtime, for non-exempt personnel or supplemental duty pay for exempt or non-exempt personnel, beyond the 40-hour workweek or number of scheduled

## **SECTION 301: COMPENSATION FOR SUPPLEMENTAL DUTY (Continued)**

instructional days, work or staff development days developed in accordance to the local school calendar. Compensation for supplemental duty for exempt personnel is normally paid for unanticipated or unscheduled staff development or time needed for curriculum development. It may also be paid for employees hired for summer school employment. Compensation under these situations is in accordance with the following schedule.

1. Staff Development:

- All Professional Staff/Certified and Degreed Teachers: \$30.00 per hour
- Paraprofessionals/Administrative Support and Instructional Support: \$15.00 per hour (Before the first day of school or after the last day of school)

2. Curriculum Revision/Writing:

- All Professional Staff/Certified and Degreed Teachers: \$30.00 per hour
- Paraprofessionals/Administrative Support and Instructional Support: \$15.00 per hour (Before the first day of school or after the last day of school)

3. Summer School:

All professional, paraprofessional and support staff performing summer school duties in an approved instructional summer school program will be paid at their regular rate of pay. While working during the summer school schedule, all authorized staff will work on an hourly, part-time or full-time basis and will be compensated for hours actually worked within the seven-day workweek. Such employees will be classified as non-exempt employees.

Salaried employees working a schedule of 200 or more days per school year will not be eligible for additional duty outside their approved work schedule. The Superintendent/CEO must approve all summer school programs. Such requests must be accompanied by a detailed budget reflecting all costs to the school and funding source(s).

4. Work During Summer Break:

Under justifiable circumstances, campus administrators may ask for authorization for non-summer school staff to perform work during the summer break. All professional, paraprofessional and support staff authorized to perform duties will be paid at their regular rate of pay. While working during the summer break, all eligible staff will work on an hourly, part-time or full-time basis and will be compensated for hours actually worked within the seven-day workweek. Such employees will be classified as non-exempt employees.

Salaried employees working a schedule of 200 or more days per school year will not be eligible for additional duty outside their approved schedule. Requests for staff to work additional days during the summer break must be submitted in writing for review and approval by the Superintendent/CEO. Such requests must

be accompanied by a detailed budget reflecting all costs to the school and funding source(s).

#### 5. Unscheduled Events or Situations:

Compensation for supplemental duty for exempt personnel may also be paid for unanticipated or unscheduled events or situations. In such cases, the employee might be requested to perform duties or assignments that go substantially beyond what might be normally expected during a workweek for an exempt employee. For example, such events or situation might be the assignment to work on a special project or a request to work during the weekend to meet a critical deadline. In such cases, the Superintendent/CEO or his/her designee must approve the supplemental duty prior to the work being performed. Thus, written authorization or approval is required.

### **SECTION 302: STIPENDS**

Revised Date: November 20, 2004,
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Upon recommendation from the school administrator, employees performing extracurricular activities shall be entitled to a stipend, currently at a rate of \$250 per semester. Such activities can be co-curricular or extracurricular and normally occur after school hours. Stipends shall be paid at the end of each semester for authorized stipend activities.

Participation in an eligible stipend activity must be pre-approved by the Superintendent/CEO or his/her designee. Stipend activities include, but may not be limited to:

- Music Group Activities, i.e., Mariachi, Choir, etc.
- Dance Group Activities, i.e., folkdance, cheer leading, etc.
- School Newspaper/Letter
- Prom (Overall cost can run up to \$60 per student – fund raisers can help)
- School Yearbook
- Student Council
- National Honor Society
- Student Recognition Activities (includes identification of student of the month)
- Student Leadership Activities
- Graduation
- Dual Credit Liaison/Coordinator
- Student Activity Fund Account Custodian
- Teacher Mentoring
- Historical Society
- Student of the Month
- Parent & Teacher Organization Liaison/Coordinator
- Website design and maintenance
- Other activities as may be requested and approved by the Superintendent/CEO

Some areas that may not be considered as eligible for a stipend would be:

- Coordination of an activity considered to be a classroom activity.

- Coordination of an activity that could be assigned to an employee as part of his/her job duties or responsibilities.
- Coordinating local, state or federally funded projects, i.e., School Breakfast or Lunch Program.

Staff in executive administrative positions, i.e., Academy Directors, Instructional Program Director, etc., are not eligible for stipends. Work on such activities is considered to fall with the person’s job description. In other words coordination of the above activities comes with the job.

To be eligible to coordinate a stipend activity, an employee must be a:

- Teacher
- Professional: Must have a four-year college degree
- Teacher Assistant: Only if the activity does not involve the supervision of students. In such cases, the Superintendent or his/her designee must approve such a request.
- Support Staff: Only if the activity does not involve the supervision of student s. In such cases, the Superintendent or his/her designee must approve such a request.

The Superintendent/CEO must approve payments of stipends. A signed “Stipend Agreement” must be on file in order to eligible for payment of a stipend. At the end of each semester the District or Academy Director must request payment of the stipend. Employees interested in participating in an approved stipend activity should ask the campus administrator for the *Guidelines for Stipend Activities for Charter Schools*.

### **SECTION 303: CONTRACT WORK AND CONSULTANTS**

Revised Date:
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People working on a contract or consultant basis are working for a specific purpose, time period, and contract. No benefits will be made available to this category.

Approval:

The Superintendent/CEO must approve the decision to contract with a consultant or independent contractor and must also approve qualifications, compensation and terms of the agreement. Accordingly, a Request for Contract Services Form should be completed and submitted to the Central Corporate Administrative Office for review and approval. The Superintendent/CEO must request final approval from the Charter Holder Board for all contracts exceeding \$60,000.

Consultant or Independent Contractor Agreements: `

A standard contract agreement is used when securing the services of consultants or independent contractors.

Conditions of Contract:

Conditions of the contract are part of the agreement and include the specific responsibilities of the consultant or independent contractor, amount to be paid and the payment schedule, special allowances (if any), and specific information regarding

### **SECTION 303: CONTRACT WORK AND CONSULTANTS (Continued)**

deliverables or the expected performance of the consultant or independent service provider.

An independent contractor must bear the responsibility for paying their own taxes and expenses. They cannot be subject to the direction and control of the employer. Moreover, they must not be economically dependent of the District to which they render service. Consultants or independent contractors are compensated in accordance with the terms and conditions of their contract agreement.

### **SECTION 304: TEMPORARIES AND VOLUNTEERS**

Revised Date:
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Individual persons may be hired to work on a temporary (limited appointment not to exceed 90 days) or volunteer basis.

- 1. Temporary Employees:** Temporary employment is defined as an employee who is hired for a specific project, a limited time period, or on an as needed basis.

Temporaries are employees of the District and may be hired on a full-time or part-time basis. Temporaries must complete an employment application and other documents required by law. Temporaries must also be able to pass a criminal history background check. No benefits will be made available to this category except those mandated by law.

- 2. Volunteers:** A volunteer is someone serving as a direct service volunteer for the District and who is providing services for or on behalf of the District on the premises of the District or at a school-sponsored or school-related activity on or off school property. Moreover, a volunteer does not receive compensation in excess of reimbursement of expenses. An example might be a parent volunteering his/her services as a chaperone on a school field trip. Volunteers have the same immunity as professional employees except that volunteers do not have immunity for intentional misconduct or gross negligence.

Volunteers are not employees of the organization. However, they are subject to the personnel policies and procedures that govern the conduct of employees. Before a volunteer provides services for the District, he/she must complete an employment application, I-9, and Personnel Information Sheet. Volunteers must also be able to pass criminal history background check. No benefits will be made available to this category of except those mandated by law.

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## SECTION 400: HIRING PROCEDURES

Revised Date: August 7, 2004

Recruiting, interviewing and hiring of talented and capable employees are very important to the success and long-term viability of the District. School administrators are involved in the recruitment and employment selection process. When a position vacancy occurs, or will soon occur, the Superintendent/CEO will authorize the appropriate school administrator to initiate the hiring process.

When a school administrator has a need for personnel, he/she must first ensure that there is or soon will be a vacancy on the board approved organizational chart for the applicable school year. Organizational charts are approved by the board of directors before the start of each school year. Organizational charts are developed as if the school has reached its maximum enrollment. Positions are included on the chart based on the school's anticipated instructional and administrative needs. Vacancies are then filled as enrollment or needs increase and as the budget will allow.

Organizational charts may be amended during the year but are subject to board approval. If a new position is added to the chart, it may not be filled until the revised chart is approved by the board of directors. Under extenuating and justifiable circumstances, the Superintendent may allow filling the position subject to the board of director's approval. If the revised chart is not approved the employment of the person filling the position must be terminated.

All positions are available for a limited period of time and depend on availability of funds. Qualifications, experience, education, the District's salary scales, and budgetary considerations determine salaries.

After the recruitment and interviewing processes have been completed, a candidate is recommended for employment.

The school administrator submits (by fax or mail) a Personnel Action Recommendation (PAR) form recommending candidate(s) for employment. The Application for Employment is submitted along with the Personnel Action Recommendation.

In order to allow for proper payroll processing, the recommended effective date of hire should be no less than four working days before the end of a pay period.

The application is reviewed by the Human Resource Office and a criminal history search is conducted. If the person is cleared, the PAR is then submitted for a budget review. After a budget review, the PAR is then submitted to the Superintendent/CEO for final review. It is then approved, revised or denied or placed in suspense. If approved, the applicant is notified that they have been hired and are provided a report to work date. Once hired, the new employee must complete all needed paper work for personnel and payroll records, i.e., IRS Form W-4, INS Form I-9, Personnel Information Sheet, etc.

## **SECTION 400: HIRING PROCEDURES (Continued)**

While school administrators are involved in the hiring process, the Superintendent/CEO is the only person who has hiring authority. Thus, school administrators must refrain from making any commitments of employment terms until they have been approved by the Superintendent/CEO.

## **SECTION 401: ANNOUNCEMENT OF VACANCIES**

Revised Date:

When a staff vacancy occurs, the Superintendent/CEO, at his/her discretion, will provide a written job notice to current employees one week prior to searching for applicants outside the organization. The position may be made available to outside sources in order to obtain a larger pool of applicants. If the position is not filled from within, appropriate outside sources will be utilized to generate qualified applicants. If outside sources are utilized, current employees may apply for any position for which they deem themselves qualified.

## **SECTION 402: EMPLOYMENT APPLICATIONS**

Revised Date:

An applicant for job vacancies must complete and submit an employment application. Current District employees may submit a resume in lieu of an application for a current vacancy. Otherwise, resumes will not be accepted in lieu of an application unless otherwise specified.

The employer relies upon the accuracy of the information provided in the employment application as well as the accuracy of other data collected throughout the hiring and employment process. Any misrepresentations, falsifications or material omissions of any information or data gathered may result in the employer's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of their employment status.

## **SECTION 403: BACKGROUND CHECKS**

Revised March 26, 2011

Senate Bill 9 (SB 9) also known as the "Fingerprinting Bill" was passed by the 80th Legislature and signed into law on June 15, 2007. SB 9 authorizes and requires greatly expanded criminal history information reviews for most classes of educators, school employees and contractors. Accordingly, the following persons must have a national, fingerprint-based criminal history check: 1) all certified educators, 2) all classroom substitute teachers and aides, whether certified or not, 3) noncertified employees hired on or after 01/01/08, 4) charter school employees, whether certified or not, who are working in

## **SECTION 403: BACKGROUND CHECKS (Continued)**

teaching or professional position that would require certification if they were employed in a regular school district.

The law requires that the following types of school employees and volunteers must have a name-based background checks: 1) noncertified employees hired on before January 1, 2008, 2) contractor employees hired before January 1, 2008, 3) student teachers, 4) volunteers, (unless they are a parent or guardian of a student, accompanied on campus by a district employee, or volunteering for a single event).

Persons subject to national background checks may not report to work or service until the Human Resource Office verifies they have passed a national fingerprint-based or state name-based criminal history background check.

The Board of Directors has directed that the fingerprinting will be at no cost to employees and final candidates for employment.

- Non-certified candidates must be fingerprinted by the DPS's contracted vendor, L-1 Enrollment Services. The District has established an escrow account with this vendor for fee billing purposes.
- Certified applicants must prove they have been fingerprinted by the processes established by the State Board of Educator Certification (SBOEC). Certified applicants must contact SBEC directly and establish an individual account with SBEC Online. He/she will be asked to register and provide an email address. If he/she has not been fingerprinted before, SBEC will send them a FAST pass and will be asked to pay all fees online with an online check or a credit card. These fees may be reimbursed by the District on a cash purchase reimbursement basis.

Results of background checks are confidential. Thus, if a person fails to pass a national criminal or state background check the appropriate person or school administrator will simply be advised that that the employee or applicant failed to pass the required background check. No other details may be revealed at that time. Results of background checks must be filed separately from a person's personnel file.

**Contractors:** SB 9 includes a requirement that school and charter school districts receive assurances from contractors that they are in compliance with SB 9. Accordingly, district contractors must obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS Fingerprint-based Applicant Clearinghouse of Texas –FACT. For further information, contractors should be directed to call or email: Texas Department of Public Safety, Crime Records Service, Email: [FACT@txdps.state.tx.us](mailto:FACT@txdps.state.tx.us), Phone: (512) 424-2474, (*Press Option 2*).

### **SECTION 403: BACKGROUND CHECKS (Continued)**

The State Board for Educator Certification must be notified in writing if a person obtains or has knowledge of information showing that an applicant for or holder of a certificate (issued by the State Board of Education) has a reported criminal history.

Contact the Human Resources Office for further information or details regarding the fingerprinting requirements or process or on the fingerprinting fee payment or reimbursement process.

### **SECTION 404: EMPLOYMENT REFERENCE CHECKS**

Revised Date: May 19, 2018

To ensure that individuals who join Triumph Public High Schools are well-qualified and have a strong potential to be productive and successful, it is our policy to check the employment references of all applicants.

### **SECTION 405: EMPLOYEE REFERRALS**

Revised Date: May 19, 2018

Triumph Public High Schools does not provide information on former or present employees without the written approval of that individual. Supervisors do not provide letters of recommendation for former or present employees. Request for referrals or requests/inquiries about former or present employees should be referred directly to the Human Resources Department.

### **SECTION 406: IMMIGRATION LAW COMPLIANCE**

Revised Date:

The District is committed to employing only United States citizens or aliens who are legally authorized to work in the United States and comply with the Immigration Reform and Control Act (IRCA) of 1986, as amended.

As a condition of employment, each new employee must properly complete, sign and date the first section of the Immigration and Naturalization Service INS Form I-9.

The campus administrator, or his/her designated representative, verifies all documentation at the campus level, signs the I-9 form, and forwards it to the Corporate Central Administrative Office.

Before commencing work, newly rehired employees must also complete the form if they have not previously filed an I-9 with this organization, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid.

## **SECTION 407: NEW HIRE REPORTING**

Revised Date:

In accordance with the federal Personnel Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, Triumph Public High Schools. must submit a list of newly hired persons to Texas Employer New Hire Reporting, Operations Center, P.O. Box 149224, Austin, Texas 78714-9224, 1-88-TEX-Hire (839-4473).

No later than 20 days after the date of the hire of a new employee, a report, that contains the name, address, and Social Security number of the employee and the name, address and employer identification of the school, is made available to Texas Employer New Hire Reporting, Operations Center.

The New Hire Reporting Operations Center will check to see if a new employee has outstanding student loans, child support payments, etc. If federal or state loans and/or child support payments are in arrears, the Attorney General will issue an Administrative Rite of Withholding requiring Triumph Public High Schools to garnish the employee's wages in order to make payments on behalf of the employee. Payments shall be covered in the form of payroll deductions.

The maximum amount that can be withheld from an employee's paycheck cannot exceed 50 percent of Obligor's disposable earnings.

## **SECTION 408: NEW HIRE ORIENTATION**

Revised Date:

All newly hired employees report to the school administrator's office on the first day of employment to complete all forms and related paperwork.

The school administrator conducts the initial orientation for new employees and ensures personnel policies, District procedures and benefits are covered during the orientation process. The employee's immediate supervisor provides an orientation as to the specific requirements of their position.

Orientation is documented in writing and signed by both the employee and the supervisor. All required paperwork for payroll is completed and forwarded to the corporate office and filed in the employee's personnel file, i.e., I-9, W-4, Personnel Information Sheet, etc.

Failure to complete and submit all required paperwork may cause a delay in the employee receiving his/her first pay check.

## **SECTION 409: JOB DESCRIPTIONS**

Revised Date:

A job description will be available for each position within the District. Job descriptions may be made available to each candidate for employment and/or each employee.

Job descriptions will serve as guidelines for performance of job responsibilities and will be used to assist in performance appraisals and annual reviews.

## **SECTION 410: PROBATIONARY PERIOD OF EMPLOYMENT**

Revised Date:

An employee should use the probationary period after being hired or rehired to determine whether the new position meets his/her expectations. This period is used to evaluate employee ability, attitude and work habits. Either the District or the employee may end the employment relationship at any time during or after the initial probationary period, with or without cause and with or without advance notice.

All new and rehired employees work on a probationary basis for the first 90 calendar days after their date of hire. Employees, who have reasonable assurance of continued employment, after the completion of one school year and return to work for the next school year in a timely fashion, shall not be considered as being rehired for purposes of this section.

Employees who are promoted, demoted, or transferred within the District must complete a probationary period of the same length with each reassignment for each new position. If an employee is not being rehired, and has already established eligibility for program benefits in another position, they shall be on probation for the position only and shall continue eligibility for all benefits, subject to the conditions and limitations of each benefit program.

Any significant absence will automatically extend the probationary period by the length of the absence. If the District determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee, the probationary period may be extended for a specified period.

In the case of promotions, demotions, or transfers within the District, an employee who, in the sole judgment of management, is not successful in his/her new role, they may be removed from that job at any time during the probationary period. The employee will be allowed to return to his/her former position, if it is available. Consideration may be given to assigning the employee to any other comparable available job for which the employee is qualified.

## **SECTION 410: PROBATIONARY PERIOD OF EMPLOYMENT (Continued)**

Probationary period employees will assume "regular" status upon satisfactory completion of the probationary period. During this period, new and rehired employees are eligible only for those benefits that are required by law, such as Workers' Compensation, Social Security and TRS (if applicable). Upon satisfactory completion of the probationary period, however, employees become eligible for any other employer-provided benefits, subject to the terms and conditions of each benefit program. Please consult with the school administrator for clarification of benefit provisions.

## **SECTION 411: HIRING OF RELATIVES**

Revised Date:
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It is this District's policy that relatives of persons currently employed by the organization be hired only if they will not be working directly for and/or supervising a relative.

If already employed, they cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 days, management will exercise the right to make the necessary changes in order to protect the integrity of the District.

In other cases, where a conflict arises, the parties may be separated by reassignment or, at the discretion of the Superintendent/CEO, terminated from employment.

Relationships that shall be covered by this policy include: 1) relationships by consanguinity (blood relatives) and, 2) relationships by affinity (marriage).

### **RELATIONSHIPS BY CONSANGUINITY**

For the purposes of this policy, consanguinity (a blood relative) up to the second degree, is defined to include son, daughter, brother, sister, father, mother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, and first cousin.

### **RELATIONSHIPS OF AFFINITY**

Relationships of affinity (marriage), up to the second degree, is defined to include spouse, father-in-law, mother-in-law, brother's spouse, sister's spouse, stepson, stepdaughter, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, uncle by marriage, aunt by marriage, nephew's wife, niece's husband, grandson-in-law, granddaughter-in-law, spouse's first cousin.

## **SECTION 411: HIRING OF RELATIVES (Continued)**

This policy also applies to individuals who are not legally related but who reside with another employee.

The State Charter School Board may approve exceptions to this policy as long as it does not conflict with state or federal laws or regulations.

## **SECTION 412: COMPENSATION AND REVIEW PROCESS**

Revised Date:
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Upon review, salary increases and promotions, will be considered, based on numerous factors, including, but not limited to, available funding, information documented on the employee's performance evaluation and previous salary increases. All salary increases will be structured around the District's Wage Compensation Scale in effect at the time the employee was recommended for an increase. More specifically, salary increases are subject to the following guidelines:

### **1. Merit Increase:**

The District may award merit-based pay adjustments in an effort to recognize exemplary employee performance. As noted earlier, the decision to award such an adjustment is contingent upon numerous factors, including, but not limited to, information documented on an employee's previous performance review. Only the Superintendent/CEO has the authority to award merit-based pay adjustments.

### **2. Available Funding:**

All salary increases are contingent on the District's overall financial status as determined by the Superintendent/CEO and/or the Board of Directors. In addition, employees assigned to a school or program operating at a significant financial deficit(s) may not be eligible for salary increases.

### **3. Previous Salary Increases:**

A significant factor in considering salary increases is the number of salary increases or promotions an employee has received within a 12-month period.

### **4. Annual Performance Evaluations:**

An employee will be considered for an increase in salary once per year and only during the District's annual employee performance evaluation period. Annual evaluations are due on or before May 15th of each calendar year. Salary increases during annual performance

## **SECTION 412: COMPENSATION AND REVIEW PROCESS (Continued)**

evaluations are normally limited to a 2.5% increase per year for the following year. Recommendations for salary increases are submitted separately and must not be written on the annual performance evaluation form. The school administrator must submit a written justification for increases of more than 2.5% in writing.

### **5. Promotions:**

Salary increases associated with a promotion will be determined by the Superintendent/CEO and shall take into consideration such factors as the employee's work history, education, credentials, and salaries of other employees in comparable positions.

School administrators may recommend employees for promotions; however, such requests must be in writing and submitted to the Superintendent/CEO for final determination.

### **6. Reclassifications:**

Reclassification may be made to reflect the proper definition of duties and classification of the position based on the actual duties performed by the employee. School administrators may recommend reclassifications of an employee's position to a higher or lower position; however, such requests must be in writing. Also, the request must include the employee's current job title, a list of the duties and responsibilities they are currently performing and a detailed justification of the reclassification. Reclassification requests must be submitted to the Superintendent/CEO for review and a final determination.

### **7. Reclassification to a Lower Position:**

A change to a lower classification may be for non-disciplinary or disciplinary reasons.

#### **a. Non-Disciplinary Reclassification**

A reclassification resulting from a change in job duties when the job is reclassified to a position that requires fewer skills, qualifications, and responsibilities.

#### **b. Disciplinary Reclassifications**

A reclassification resulting from an involuntary loss of pay is considered an adverse personnel action. When a District employee is not meeting job performance expectations or is violating District work rules, a supervisor may recommend an involuntary, disciplinary reclassification.

An employee reclassified to a lower position shall have his/her salary reduced at least one increment below the pay received before the reclassification.

Supervisors should consult with the Corporate Office concerning issues related to demotion procedures before pursuing any disciplinary reclassifications.

## **SECTION 413: REASSIGNMENT OF EMPLOYEES**

Revised Date:

To the extent permitted by law and policy, all employees are subject to assignment and reassignment at the sole discretion of the Superintendent /CEO.

## **SECTION 414: PERFORMANCE EVALUATIONS**

Revised Date:

Performance reviews will be conducted at the following times:

- New/Rehired Employees (Part-Time and Full-Time): Prior to completion of the 90-day probationary period of employment.
- Promoted or Reclassified Employees: Prior to completion of 90-day probationary period in the new position.
- Regular Full-Time and Part-Time Employees: On or before May 15 of each calendar year.

Employee performance reviews are conducted annually in order to assist employees in their professional development and to improve overall effectiveness of program operations. Performance reviews provide an opportunity for an employee's self-evaluation and for goal setting with her or his supervisor. All job performance review results are shared with the employee.

Performance review forms may be given to employees at the time of their initial employment so they have a clear understanding of their responsibilities and expectations. After the supervisor conducts the performance review, he/she discusses it with the employee noting strengths and areas in need of growth and/or improvement. The employee then signs the performance review form. Signing the Employee Performance Review form only indicates the employee discussed the review with his/her supervisor and it does not mean that the employee necessarily agrees with the results. Employees must be provided an opportunity to comment on their performance review but must do so no later than five (5) days after the completion and discussion of results with their supervisor. Employee comments (if any) must be submitted along with the Employee Performance Review form.

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## SECTION 500: PERSONNEL RECORDS

Revised Date: August 7, 2004

Each employee has a personnel file which is stored and maintained at the central corporate administrative office of Triumph Public High Schools.

Personnel files contain:

- Application for Employment
- Personnel Actions
- INS Form I-9,
- IRS Form W-4, Employee Withholding Allowance Certificate
- Personal Information Sheet
- Authorization to Conduct a Criminal Background Check
- TRS-5, Personal Data Form (if applicable)
- Employee Acknowledgment Receipt (Handbook)
- Proof of High School Diploma, GED Certificate, or college degree.
- Copy of College Transcript (if a college degree or credits are claimed)
- Proof of TEA Certification (if claimed on the application)
- Letters of Recommendation
- Alcohol and Drug Abuse Policy Acknowledgment Form
- E-Mail, Voice, Mail, Computer and Internet Use Acknowledge Form
- Notice to Employees Regarding Worker's Compensation
- Declaration of Employer Rights Acknowledgment Form (Signature Page)
- Orientation Certificate
- Proof of Liability Auto Insurance (If the employee will or is expected to claim mileage.)
- TEA Staff Ethnicity and Race Data Questionnaire

Personnel files may also contain copies of the following (when applicable):

- Resume
- Other Licenses/Certifications/Registrations
- Teacher/Employee Service Record
- Certificates of Achievement
- Certificates of Training
- Spelling or Typing Test Scores
- Performance Appraisal Evaluations
- Limitation of Public Access to Personal Information

Personnel files or documents that must be kept on file separately:

- Results of criminal history background checks (local and statewide checks)
- Benefit, medical insurance and life insurance plan information
- Documents or notes relating to investigations of complaints or allegations against an employee

Personnel files that should be kept separately: INS Form I-9

## **SECTION 500: PERSONNEL RECORDS (Continued)**

An employee may request to restrict their home address, home telephone number, and e-mail address from unwarranted public access. Such request must be submitted in writing to the corporate central administrative office.

Personnel records of former employees are retained in the corporate central administrative office for no less than 48 months after termination. After 48 months, the employment history of the employee may be summarized and stored on an electronic file. The original file is then sent for permanent storage in a properly labeled storage container and stored in a safe and secure facility. At a minimum, the work history summary of employees shall include the name of the employee, address, phone, rate of pay at time of termination, dates of employment, and nature of termination, i.e., voluntary or involuntary. Personnel records must be retained permanently as outlined in organization's own Local Records Management Plan, as developed in accordance with the Texas Local Government Records Act, approved by the Board of Directors and on file with the Texas State Library and Archives Commission.

## **SECTION 501: DRIVING RECORD AND AUTO LIABILITY INSURANCE**

Revised Date:

Employees who are required to use their personal vehicle for business travel must have a good driving record and must submit proof of automobile liability insurance for inclusion in the employee's personnel records. Upon revision or renewal, it is the responsibility of the employee to ensure proof of current automobile liability is submitted to the District. The District will conduct periodic record checks; therefore, requests for reimbursement of mileage will not be processed unless proof of current automobile liability is in the employee's personnel records.

## **SECTION 502: PERSONNEL DATA CHANGES**

Revised Date:

It is the responsibility of each employee to promptly notify the District, TRS and the Health Insurance Plan provider (currently TRS-ActiveCare) of any changes in personnel data. Personal mailing addresses, telephone numbers, marital status, name change, number and names of dependents, individuals to be contacted in the event of an emergency, renewed driver's license, automobile liability insurance, educational accomplishments, relevant training accomplishments, and other such status reports should be accurate and current at all times.

It is also the responsibility of each employee to promptly notify TRS and the Group Insurance Plan provider of any changes in personnel data.

## **SECTION 503: ACCESS TO PERSONNEL FILES**

Revised Date:

Personnel files are the property of the District. Access to the information they contain is restricted. With reasonable advance notice, an employee may review material in his/her file, but only in the office and in the presence of the Superintendent/CEO or his/her designee. Official personnel files are maintained in the Central Corporate Administrative Office.

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## **SECTION 600: WORK SCHEDULES**

Revised Date: August 2, 2003

Corporate Office - 8:00 A.M. - 5:00 P.M.  
Monday through Friday except designated holidays.

Lunch - 12:00 Noon - 1:00 P.M.

School Sites: 7:55 A.M. - 5:05 P.M.  
Monday through Friday, in accordance with the school calendar.

Lunch between 12:05 P.M. – 12.55 P.M.

School administrators must coordinate lunch schedules to ensure the administrative functions of the school are covered at all times during the lunch period.

Non-exempt employees must not work more than 40 hours per week without written approval of the school administrator. School administrators must obtain approval for non-exempt staff to work overtime from the Superintendent/ CEO in advance.

If a non-exempt employee works more than eight hours in one day, the school administrator may adjust the employee's work schedule for the week to ensure the total number of hours worked does not exceed 40 hours per week within the workweek.

Partial days may be operated at certain school sites depending on the work schedules at those particular sites.

An employee may work away from his/her school only if the employee has prior written approval from the Superintendent/CEO.

## **SECTION 601: WORKWEEK**

Revised Date: August 9, 2017

For purposes of computing overtime pay, the workweek is defined as consisting of seven days from Sunday through Saturday.

## **SECTION 602: ATTENDANCE AND PUNCTUALITY**

Revised Date:

In order to maintain a productive work environment and provide high quality services to our clients, we expect all employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness places a burden on other employees and on the employer. In the rare instance when a teacher cannot avoid being late to work, or is unable to work as scheduled, he/she must notify their immediate supervisor no later than

60 minutes before the teacher's scheduled start time. Other employees who cannot avoid being late to work, or are unable to work as scheduled, must notify their immediate supervisor no later than 30 minutes after the employee's scheduled start time. Failure to do so is serious breach of conduct.

Poor attendance and excessive tardiness are disruptive and either may lead to disciplinary action up to and including termination of employment.

### **SECTION 603: TIMEKEEPING**

Revised Date: August 9, 2017

Federal and state laws require Triumph Public High Schools to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Employees are not to estimate future hours and include them on their time card.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. This work log should be recorded as it takes place – not several hours or days later. Overtime work must always be approved before it is performed.

Non-exempt employees should report to work no more than 15 minutes prior to their scheduled starting time nor stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from the Superintendent.

Exempt employees should use a timecard to document days worked. Sick or personal leave must be clearly marked, as should days off without pay.

Employees sign (physically or electronically) their time cards to certify the accuracy of all time recorded. The employee's supervisor will review and then sign the time card before submitting it for payroll.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

### **SECTION 604: PAYDAYS**

Revised Date: August 2, 2003

Employees are paid on a semimonthly pay schedule. There are two pay periods per month and two paydays per month. The first pay period of the school year starts in August of each year.

The first pay period of each month shall start on the first day of each month and end on the 15th day of each month. The pay date for work performed during the first pay period shall be on the last day of each month.

The second pay period shall start on the 16<sup>th</sup> day of each month and end on the last day of each month. The pay date for work performed during the second pay period shall be on the 15<sup>th</sup> day of each month.

The Superintendent/CEO signs paychecks and, unless the Superintendent/CEO directs otherwise, paychecks shall be delivered to staff before the close of business on the 15<sup>th</sup> or last day of each month at or before 4:00 p.m.

If a payday falls on a holiday, then the paychecks will be delivered on the last day before the start of the holiday, i.e., Thanksgiving, Easter, etc.

If a regular payday falls on a scheduled school break, then pay checks may be delivered on the last day before the start of the break, i.e., winter, spring, and summer breaks.

If a regular payday falls during an employee's authorized leave of absence, the employee's paycheck will be available upon his/her return. The employee has the option to have the paycheck mailed to him/her provided that the employee submits a written request to including the mailing address to which the paycheck is to be mailed.

The Board may direct one of its members to sign paychecks for the Superintendent/CEO.

## **605: PAYROLL PAYMENT OPTIONS FOR SALARIED PERSONNEL**

Revised Date: December 10, 2011
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The pay for all salaried employees is calculated based upon a payment plan. Using pre-established beginning and ending benchmark dates for each school year for each employee, the payroll officer will calculate the maximum amount of pay the employee can earn. Calculations will be based on the first day of work (report to work date) or the effective date of employment to the last day of work on the applicable work schedule for each school year. Unless stated otherwise, the salary for 197-day employees is calculated based on the employee reporting to work five days before the 187-day school calendar starts and five days after the end of the 187-day school calendar. If an employee is hired after the start of a school year, every effort should be made to start employment on the first day or the 16<sup>th</sup> day of the month.

Employees are normally hired to work on a 187,197, 220, or 226 day basis. Employees working on a schedule of 220 days or more will automatically be paid on a salary basis and their salaries will be calculated and paid according to a 12 month pay plan.

All 187-day and 197-day employees hired before January, 31 of each school year will be paid on a salary basis and their salaries will be calculated and paid according to a 12 month pay plan.

However, 187-day and 197-day employees hired after January, 31 of each school year will automatically be paid on an hourly basis. An exception would be if the person is employed on a temporary basis for the current school year.

Employees hired after January, 31 may still have their salaries calculated and paid over a 12 month period. However, there must be written documentation that the employee is requesting to be paid on salaried basis according to the 12 month pay plan. Moreover, the employee must acknowledge that they understand that, if paid on a salary basis, their paycheck will appear to be smaller because their earnings will be spread out over the spring and/or summer breaks.

Employees who have initiated voluntary or have mandatory court order payroll deductions, i.e., child support, student loan payments, etc., will automatically be paid on a salaried basis and their salaries will be calculated and paid according to a 12 month pay plan. This will allow for payroll deductions and payments to continue uninterrupted during the spring and/or summer breaks. New employees hired after January 31 should be asked if they have or anticipate having any payroll deductions.

In the event the employment relationship is ended before the end of the school year, the payroll officer shall make any adjustments needed on the final paycheck.

Only the Superintendent/CEO can approve a request for payment by any other method, i.e. on an hourly basis over a 10-month period. Determinations shall be made on a case-by-case basis and only approved for justifiable reasons.

### **SECTION 606: MINIMUM WAGE AND OVERTIME**

Revised Date: May 19, 2018

Employees not exempt under the Fair Labor Standards Act shall be paid minimum wage and receive compensation for overtime under the conditions specified in the Act. Under no circumstances should an employee work “off the clock” or outside of the employee’s approved work schedule.

Depending on Triumph Public High Schools’ work needs, employees may be requested to work overtime. The Academy Director or Site Supervisor must request employee over-time hours in advance. The Superintendent must approve all overtime being worked. An employee who works overtime without prior written approval may be subject to disciplinary action, up to and including termination.

### **SECTION 607: COMPENSATORY TIME**

Revised Date:

The District does not allow the substitution of compensatory time for overtime pay. However, if a non-exempt employee works more than eight hours in one day, the school administrator should adjust the employee’s work schedule for the week to ensure the total number of hours worked does not exceed 40 hours per week within the pay period.

## SECTION 608: EMERGENCY CLOSINGS

Revised March 26, 2011

Emergency conditions, such as severe weather, fire, flood, or earthquake, can disrupt operations of the District and interfere with work schedules, as well as endanger employees' and students' wellbeing. These extreme circumstances may require the closing of the work facility. In the event that such an emergency occurs during non-working hours, employees should follow the determination of other local school district(s) in the area and should check the local radio/TV stations for broadcasted closing notifications of their work site.

When operations are required to close, employees will make up the work on the "Bad Weather Days" scheduled on the school calendar. In the event the charter district school is closed for more days than there are "Bad Weather Days" on the school calendar, these days will be paid as "Non-PTO Bad Weather Days". However, they are days paid but not worked, they must be made up at a future date.

Every effort should be made to make up more than the two instructional days made up with bad weather days, i.e. using ½ days, Saturdays, etc. If an employee is unable to make up the missed day on a designated "Bad Weather Day" they may request any available unused PTO with at least two days advanced notice. Requested PTO will still be subject to the approval of the employee's supervisor.

The District Director or site supervisor must notify the Central Corporate Office in San Antonio of the any closing(s) due to an emergency situation. This must be followed-up with a written notice of the number of days that the schools or sites within the charter district were closed.

In cases of authorized closings, employees will be paid for the day(s) missed. However, they must make up for the missed days of work at a later date. In most cases, these days can be made up on the "Bad Weather Day(s)" already scheduled on the school calendar.

If an employee is unable to make up the missed day on a designated "Bad Weather Day" they may request any available unused PTO with at least two days advanced notice. Requested PTO will still subject to the approval of the employee's supervisor.

In cases where a closing is not authorized, employees who fail to report for work will not be paid for the time off but must use their PTO to cover the day(s) or hours missed. If PTO is not available, employees will be allowed to make up time missed at a later date or take leave without pay.

With the approval of the Superintendent/CEO, in the event an employee works on a day when operations are officially closed, they will be compensated at their regular rate of pay.

The overtime policy will apply. This is for those employees who were not required to report to work that day but who may have worked that day anyway.

## **SECTION 608: EMERGENCY CLOSINGS (Continued)**

To recoup any ADA funds lost due to an emergency closing, the District must file an Application for Low Attendance and Missed Attendance Day Waivers with TEA before any applicable deadlines.

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## **SECTION 700: EMPLOYEE BENEFITS AND ELIGIBILITY**

Revised Date:

Eligibility for benefits is determined by the employee classification as a regular full-time employee. Part-time and other categories of employees will not receive any benefits with the exception of Worker's Compensation and those benefits mandated by law such as Social Security, participation in the Teacher Retirement (if working 20 hours or more per week), TRS-ActiveCare (subject to the terms and conditions of this plan), etc.

## **SECTION 701: TEACHER RETIREMENT SYSTEM**

Revised Date:

All personnel employed on a regular basis, or at least one-half of the normal work schedule, are members of the Texas Teacher Retirement System (TRS). Substitutes who work at least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. 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 the Corporate Office as soon as possible. Additional inquiries should be addressed to the Teacher Retirement System, 1000 Red River Street, Austin, TX 78701-2698, or call (800) 223-8778 or (512) 397-6400.

## **SECTION 702: HIRING TRS RETIRED EMPLOYEES**

Revised Date: August 07, 2004 and January 1, 2011, and November 16, 2013

The District encourages the employment of persons who have retired from the public school system. However, the school administrator and retiree must be aware of how employment with the District will affect their retirement benefits.

### **1. Regarding Employment and Loss or Retention of TRS Retirement Annuities**

Service retirees who retired before January 1, 2011, may work for Triumph Public High Schools in any capacity without any loss of monthly annuities under the following conditions.

- a. Service retirees who retire after January 1, 2011 may work full time for as much as 12 months each school year without any loss of annuities only if they have a break in service of 12 full consecutive calendar months after retirement.
- b. Retirees who retire after January 1, 2011 may return to work after serving the required one-full-calendar-month break in service as substitutes and in one-half time positions without forfeiting their monthly annuity. These retirees may work full-time only after serving a 12 consecutive month break in service. If they return earlier, they forfeit their monthly annuity for each month in which work occurs.
- c. Retirees who have not served a 12-full-consecutive-calendar-month break in service after retirement may only work as substitutes or on a one-half time basis.

## **SECTION 702: HIRING TRS RETIRED EMPLOYEES (Continued)**

- d. Surcharge requirements for employers apply to retirees who retired after September 1, 2005, and are working TRS-eligible positions.
- e. Surcharge requirements for employers do not apply to retirees who retired before September 1, 2005, and are working in a TRS-eligible positions
- f. Working full-time in the absence of the break in service of 12 full consecutive calendar months will result in the loss of annuity for the month in which the full-time work occurs.

### **2. Regarding Payment of TRS Surcharges**

A 2005 state law requires charter school districts to submit a benefit surcharge to the Teacher Retirement System (TRS) on retirees working in TRS-covered positions who retired after September 1, 2005. The TRS surcharge is for a pension benefit surcharge and a health benefit surcharge owed by a TRS eligible employer only for retirees participating in TRS-Care. TRS-Care surcharge rates are subject to legislative approval and may change from year to year.

While state law requires charter school districts to submit a benefit surcharge payment to TRS, TRS has no authority over terms of the employment relationship or compensation paid to a retiree. Also, the state law does not state the source of the funds. Thus, a TRS-covered employer may establish policy regarding the terms of employment with the retiree without involvement from TRS.

Therefore, effective January 1, 2014, in accordance with the Texas Administrative Code (TEC), Title 34, Part 3, TRS-retired employees may be employed full-time to fill TRS-eligible and non-TRS-eligible positions under the following condition:

- a. TRS-retired employees retired before September 1, 2005 may be employed full-time to fill a TRS-covered position. These employees are exempt from paying the TRS surcharges.
- b. TRS-retired employees retired after September 1, 2005 may be employed full-time to fill TRS-eligible positions under the following condition:
  - 1) The source of funds to pay for the total TRS Pension Surcharge shall be from the TRS-retired employees via payroll deductions.
  - 2) The source of funds to pay for the total TRS Health Surcharge shall be from the TRS-retired employee.
  - 3) For justifiable reasons, the Superintendent/CEO may negotiate payment of the surcharges via a salary adjustment to cover these payments on a case-by-case basis.
- c. TRS-retirees may also be employed in certain positions that are not TRS-covered positions and, therefore, not subject to the TRS surcharges. These positions are as follows:
  - 1) Substitute service; (the position cannot be a vacant TRS-covered position);

## **SECTION 702: HIRING TRS RETIRED EMPLOYEES (Continued)**

- 2) Temporary employment (employment that is expected to last less than 4.5 months; and
- 3) Part-time employment that is not greater than one-half time.

For purposes of this policy, full-time employment is defined to mean employment that is greater than one-half time and part-time employment is defined to mean employment that is not greater than one-half time for the month in which work is performed.

This policy is subject to changes mandated by laws passed by the Texas State Legislature and may be superseded accordingly. For example, the 83<sup>rd</sup> Texas Legislature, Regular Session passed Senate Bill 1 and Senate Bill 1458 which mandates a steady increase in the contribution rates for the state and for TRS active members beginning in fiscal year 2015.

If a retiree is concerned about how their employment with the District will affect their TRS benefits, they should contact TRS and speak to a benefits officer at (800) 223-8778. More details can be found in the TRS brochure titled "*Employment after Retirement*" on the TRS Web site at: <http://www.trs.state.tx.us>

## **SECTION 703: PAID TIME OFF**

Revised Date: August 9, 2017
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Paid time off (PTO) is provided in lieu of annual leave or sick leave. Full-time exempt and non-exempt employees are eligible for PTO after completion of their 90-day probationary period. Part-time employees and temporary employees are not eligible for PTO.

If PTO is granted, it is done so solely at the discretion of management. It is the campus or site administrator who must approve the request. PTO may be granted for up to 15 days unless required otherwise by law, such as in the case of military services.

In approving requests for PTO, the following guidelines will be taken into consideration:

1. PTO must be requested at least one day in advance.
2. Employees may not be allowed to use their PTO within the first two weeks of the start of the school year.
3. PTO requested during the last month of the school year shall require a five-day advanced written notice.
4. PTO requests may not be granted if it is determined that approval of the request would result in a staffing shortage in a critical area or period of operations. This is especially true if PTO is requested on the Friday before a holiday or on the Monday after a school holiday.
5. No PTO may be granted during dates when State Assessments are scheduled.

Obviously, unanticipated illness or emergencies are an exception to the above noted PTO guidelines. If a teacher is unable to come to work due to an unanticipated illness, injury, or

**SECTION 703: PAID TIME OFF (Continued)**

emergency, he/she must call their supervisor before 7:00 a.m. If other employees are unable to come to work due to an unanticipated illness, injury, or emergency, they must call their supervisor before 8:30 a.m. This will allow the supervisor time to make other arrangements to cover for the absence. Non-preapproved absences of three days or more due to an illness or injury will require a doctor’s excuse. The campus or site administrator may request verification of the illness, injury or emergency for a non-preapproved absence of any amount of time.

Regular, full-time, non-exempt employees paid on an hourly basis, shall accumulate PTO at a rate of one half day (4.0 hours) per pay period in which an employee has worked until the maximum allowable amount of PTO is accumulated. The maximum allowable amount of PTO that can be accumulated for employees in this category is 64 hours (or eight days) per school year. This PTO shall be accumulated regardless of the number of hours or days an employee works within the pay period.

Regular, full-time salaried, exempt and non-exempt employees working for 187 or 197 days during the school year can earn a maximum of eight (8) days of PTO during the school year months of August through May. Employees working for 207 or more days per school year may earn a maximum of ten (10) days during the months of August through May.

As reflected below, the amount of PTO a salaried employee may accumulate depends on the term of employment for each school year.

Terms of Employment (In Months)	Maximum Number of Work Days	Max Accumulation of PTO		Accumulation Per Pay Period	
		In Days	In Hours	In Days	In Hours
10.0	187	8.0	64	0.5	4
10.0	197	8.0	64	0.5	4
12.0	207	10.0	80	0.5	4
12.0	220	10.0	80	0.5	4
12.0	226	10.0	80	0.5	4

PTO must be taken in minimum increments as follows:

- a. Teachers: Four (4) hour increments (to ensure classroom coverage)
- b. All non-exempt employees must take PTO in increments of one half hour.

A campus supervisor may allow an employee to adjust their work schedule during the seven-day workweek, in lieu of having to take PTO, if it does not disrupt normal operations or if it is determined to be in the best interest of the program.

For PTO accounting purposes, the start of each school year is on August 1 of each calendar year and ends on July 31 of each calendar year. Employees hired after the start

## **SECTION 703: PAID TIME OFF (Continued)**

of the school year, begin to earn PTO on the first pay period after their “actively at work date”. However, newly hired employees will not be eligible to use their PTO until they complete their 90-day probationary period.

There is no PTO accumulated for work performed during the summer break or any summer school program. More specifically, PTO may only be earned between the months of August through May until the maximum allowable amount of PTO is accumulated.

If a full-time teacher or paraprofessional has more than 16 days of PTO accumulated at the end of the school year, the amount of PTO over 16 days would be paid out under the following guidelines:

1. Teachers: For full-time teachers (degreed or certified), PTO would be paid out at the current rate for a degreed substitute teacher.
2. Paraprofessionals: For full-time instructional paraprofessionals and full-time paraprofessional administrative staff, PTO would be paid out at half the current rate of a degreed substitute teacher. Paraprofessional instructional staff would include teacher assistants and other paraprofessional instructional staff, as determined by the Superintendent/CEO. Paraprofessional would include all clerical and other office workers but would not include non-office workers, i.e., custodial workers, maintenance workers, etc.
3. For employees working under 200 days per year, payment of the unused PTO would be no later than June 30 of each year. For employees working 200 or more days per year, PTO would be paid out no later than August 16 of each calendar year.
4. Employees would be eligible for payment of the unused PTO whether or not they return to work for the next school year. However, if an employee’s employment is terminated for misconduct he/she would not be eligible for payment of the unused PTO.
5. Payment of unused PTO shall be subject to the approval of the Superintendent/CEO or Board of Directors and may be rescinded at any time due to funding constraints, budgetary short fall, or individual or school employment considerations.

A record of PTO earned, used, lost or accumulated will be accounted for in the finance office. The amount of PTO available at the end of each pay period will be reported along with the paycheck for that pay period. Each school, however, must assign a staff person to be in charge of accounting for PTO earned, used, lost and remaining balance as a backup. The accounting records at the school and the finance office must match. Any corrections or adjustments will be made by the next pay period.

PTO is normally granted during the school year for the days the employee is schedule to work but has requested PTO. PTO may be used in coordination with other types of leave, noted in this handbook, subject to the terms, conditions and limitations of such leave.

## **SECTION 703: PAID TIME OFF (Continued)**

Personal or sick leave earned while working for another charter school or school district is non-transferable. An exception to this rule is if an employee accepts a position with another charter school operating under the auspices of the Triumph Public High Schools (TPHS). In such cases all earned PTO, subject to the aforementioned terms and conditions, may be transferred from within the network of charter school programs or schools.

If an employee retires or ends their employment relationship with Triumph Public High Schools, they *may* be eligible for a payout of their unused, accumulated PTO. Any PTO payout will be based on the qualifications and procedures outlined below:

1. An employee must have a total of seven (7) years of service with TPHS in order to qualify for a PTO payout.
2. The employee must be resigning or retiring from TPHS in good standing. Good standing is defined as follows:
  - a. The employee notified TPHS of their intention to resign with a written notice no less than ten (10) business days prior to the date they will be resigning.
  - b. The employee notified TPHS of their intention to retire no less than thirty (30) calendar days prior to the date they intend to retire.
  - c. The employee is not currently subject to any type of professional probation or performance improvement plan at the time they notify Triumph of their intent to retire/resign
3. An employee that is let go by TPHS for cause is considered not in good standing and will be ineligible for a PTO payout.
4. Employees who are let go for no cause, or agree to a mutual separation will be considered in good standing with TPHS.
5. The amount of PTO to be paid out will not exceed forty (40) days regardless of the amount of unused PTO the employee has accumulated at the time of their separation from TPHS.
6. PTO will be paid out to eligible employees as follows – The first five (5) days will be paid out at 100% of the employee's current daily rate at the time of their separation from TPHS. The next 10 days will be paid out at 75% of the employee's current daily rate at the time of their separation; and the remaining 25 days will be paid out at 50% of the employee's current daily rate at the time of their separation.

Any questions in regard to TPHS's PTO policy should be directed to the Human Resources department.

## **SECTION 704: HOLIDAYS**

Revised Date: July 29, 2000
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The school will be closed on those days noted as school holidays on the school calendar. Employees working on a part-time basis and regular, full-time, exempt employees (paid on a salaried basis), working less than 250 days per year will not be compensated for these

## **SECTION 704: HOLIDAYS (Continued)**

days. Regular, full-time, non-exempt employees paid on an hourly basis are eligible for compensation for those holidays approved by the State Charter School Board of Directors if those days fall within the regular or summer school calendar. Year-round employees working full-time, 12 months per year) would also be eligible for paid holidays. Paid holidays will be the following:

- Labor Day
- Thanksgiving
- Good Friday
- Christmas Day
- New Years Day
- Fourth of July (Only if at least 20 hours of approved work and/or PTO was taken during the week in which July fourth falls.)

## **SECTION 705: SOCIAL SECURITY (FICA)**

Revised Date:
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District employees contribute to the Social Security program in accordance with applicable laws; i.e., the Federal Insurance Contributions Act (FICA).

## **SECTION 706: GROUP INSURANCE PLAN**

Revised Date: November 11, 2005
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The District maintains a specific group insurance plan for eligible charter school employees. Benefits and coverage is subject to the limitation of the current carrier's insurance plan. The insurance plan includes health and may or may not include life and accidental death and dismemberment (AD&D) coverage. Coverage is intended for employees only.

In terms of health plan coverage, on August 10, 2002, the District opted to participate in TRS-ActiveCare. TRS-ActiveCare, is a statewide health coverage program for public education employees established by the 77<sup>th</sup> Texas Legislature and is administered by TRS. TRS-ActiveCare offers different health plan options.

Under TRS-ActiveCare, each school district or charter school:

- Must contribute at least \$150 per month per active employee for the employee's coverage.
- Receives a monthly contribution from the state of \$75 per employee covered by the program.
- May contribute an additional amount to help employees defray the cost of health insurance coverage.
- May require employees to make an additional contribution to help cover the cost of their monthly premium.

## **SECTION 706: GROUP INSURANCE PLAN (Continued)**

The Board of Directors reviews the costs of the TRS-ActiveCare insurance plan and may increase or lower the additional “voluntary” contribution it makes to the plan. In the event operational or plan costs surpasses expectations, the employee may be required to pay a portion of the premium through a payroll deduction.

Among other things, effective September 1, 2005, the Texas State Legislature eliminated the 90-day waiting period for TRS membership and, consequently, the 90-day waiting period for TRS-ActiveCare coverage, our current health care.

Currently, Regular employees are eligible for an additional District contribution to help employees defray the cost of health insurance. However, certain new employees may not be eligible. Therefore, they will be required to pay the first month of the additional District contribution under the following Board approved guidelines:

- All Regular employees are eligible for the full amount of the charter schools additional contribution on the first day of the month following their “active at work” date.
- If an employee’s “active at work” date falls within the second pay period of the month, and the employee selects coverage to start on their “active at work date”, then the employee would not be eligible for the amount of charter school’s voluntary contribution in effect at the time. Thus, the employee would be responsible for payment of the total amount of the voluntary contribution to help cover cost of their coverage for that month only.
- Employees would be eligible for the full amount of the additional charter school contribution if his/her “active at work date” falls within the first pay period of the month and they elect for coverage to commence at their “active at work date”.
- The Academy Director may request a waiver of this provision if there are extenuating circumstances or if there is a critical need to have the employee start employment during the second pay period and the employee has selected coverage to start on their active at work date.
- Implementation of this policy would require the employee to pay the amount due up front or sign an authorization to make a payroll deduction to cover the cost of the premium. The employee could request to have the cost distributed over two to four pay periods.

New employees should complete all insurance enrollment forms within the first 15 days of employment. Enrollment forms are submitted to the Central Corporate Administrative Office for further processing.

A new employee may waive health care coverage under the group insurance program. If the health coverage is waived, the waiver must be submitted in writing during the initial year and each year thereafter.

If an employee wishes additional coverage for his/her spouse, children, or the entire family, they would be responsible for payment of the difference between what the District pays for their coverage and the cost of the additional coverage.

## **SECTION 706: GROUP INSURANCE PLAN (Continued)**

Employees should refer to their *TRS-ActiveCare Enrollment Guide* booklet for the current school year for a more detailed explanation of eligibility criteria and benefit plan selection options. They may also visit the TRS-ActiveCare website at [www.trs.state.tx.us/trs-activecare](http://www.trs.state.tx.us/trs-activecare) for additional information.

## **SECTION 707: HEALTH INSURANCE CONTINUATION UNDER COBRA**

Revised Date:

When you or your enrolled dependents are no longer eligible for the regular health coverage under the group insurance plan due to a “qualifying event”, you may be eligible for continued coverage if you pay the monthly premium for the coverage. Normally, the insurance carrier will notify the employee of this benefit option by mail. This is guaranteed to the employee under the Consolidated Omnibus Budget Reconciliation Act (COBRA) if he/she:

- Was covered under the group plan under a qualifying event
- Is not eligible for Medicare
- Is not eligible for coverage under another employers group plan; and
- Has not applied to convert his/her group coverage to an individual health insurance policy.

*Qualifying Events:* Under COBRA, the employee has a right to choose continuation coverage if he/she loses their group health insurance because of a reduction of hours in employment or the termination of their employment (voluntary or involuntary) for reasons other than gross misconduct.

A covered spouse or dependent child has the right to choose continuation coverage under COBRA if coverage is lost for any of the following reasons (qualifying events):

- Employee death
- Termination of your employment or reduction in hours of employment
- Divorce or legal separation
- Employee becomes eligible for Medicare
- Employee’s child is no longer considered a “dependent child” under the terms of the District’s insurance policy.

The employee or their family member(s) has the responsibility of informing the District within 60 days of a divorce, legal separation, or social security disability determination that a qualified beneficiary was disabled at the time of their termination or reduction in hours, or when one of their children loses eligibility for dependent status.

## **SECTION 708: WORKER’S COMPENSATION INSURANCE**

Revised Date:

The District provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period, or, if the employee is hospitalized, immediately.

Any employee who sustains a work-related injury or illness should inform his/her supervisor immediately. In turn, the employee's supervisor is responsible for notifying their supervisor and filling out the appropriate reports regarding any work related injury or illness. This will enable an eligible employee to qualify for any coverage as quickly as possible.

Neither the employer nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the employer.

### **SECTION 709: RETURN TO WORK PROCESS**

Adopted Date: June 9, 2006

The District is committed to providing a safe and healthy workplace for its employees. Thus, preventing injuries and illnesses is its primary objective.

If an employee is injured on the job, the District will use its return-to-work process to provide assistance. The employee will receive immediate, appropriate medical attention if injured on the job, and the District will attempt to create opportunities for them to return to safe, productive work as soon as medically reasonable.

Our ultimate goal is to return employees to their original jobs. If an employee is unable to perform all the tasks of the original job, the District will make every effort to provide alternative productive work that meets the employee's capabilities.

The support and participation of management and all employees are essential for the success of the return-to-work process.

### **SECTION 710: UNEMPLOYMENT COMPENSATION INSURANCE**

Revised Date:

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits under the Texas Unemployment Compensation Act (TUCA).

However, it is important to understand that, because the District provides educational services in accordance to the rules and regulations promulgated by the Texas Education Agency, i.e., the Texas Education Code (TEC), it is by definition an educational institution. According to the TUCA, employees who work for an educational institution may not be eligible for unemployment compensation benefits, based on services with said institution,

## **SECTION 710: UNEMPLOYMENT COMPENSATION INSURANCE (Continued)**

during any scheduled school breaks (including, but not limited to, the summer, winter, and spring breaks). This is true if an employee has a contract or reasonable assurance of continued employment. Unless advised otherwise, all employees have reasonable assurance of continued employment with the District after each of these breaks. Therefore, if an employee applies for unemployment compensation benefits during the aforementioned breaks, the District will assume that the employee has chosen to resign. An employee who resigns may not be eligible for unemployment benefits based on their service with the District. Employees provided reasonable assurance of continued employment would not have to:

- Reapply for employment (if returning for employment in the same capacity),
- Complete another 90-day probationary period, or
- Reestablish or lose eligibility for organization benefits previously established.

## **SECTION 711: BEREAVEMENT LEAVE**

Revised Date: 02/09/99
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If an employee wishes to take time off due to the death of an immediate family member, defined here as a qualifying event, the employee should notify his/her supervisor immediately.

Up to three days of paid bereavement leave will be provided to eligible employees who have achieved Regular full-time employment status.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any other form of compensation.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any eligible employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary. If a death in the immediate family occurs while an employee is already on leave, he/she will be eligible for bereavement leave.

The employer defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse, grandparents or grandchildren. With the approval of the Superintendent/CEO, special consideration may also be given to any other person whose association with the employee was similar to any of the above relationships.

## **SECTION 712: MILITARY LEAVE**

Revised Date: 03/05/05
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1. State Military and Armed Forces Reserve Short-Term Leave: An employee of the District who is a member of the state military forces (the Texas National Guard, the

Texas State Guard, and other active militia or military forces organized under state law), or a reserve component of the Armed Forces, is entitled to a leave of absence from his/her duties on a day on which the person is engaged in authorized training or duty ordered by proper authority. During a leave of absence the employee may not be subjected to loss of time, efficiency rating, vacation time, or salary. Leaves of absence may not exceed 15 days in a Federal fiscal year. An employee returning from such leave of absence shall be returned to the position that the employee held when ordered to duty.

- 2. Federal and State Military Long-Term Leave:** An employee who leaves the employment of the District to enter active military service is entitled to be re-employed in the same position held at the time of the induction, enlistment, or ordered to active military service; or to a position of similar seniority, status, and pay. To be entitled to such re-employment, the employee must be discharged, separated, or released from active military service under honorable conditions no later than the fifth anniversary of the date of induction, enlistment, or call to active military service, and physically, and mentally qualified to perform the duties of that position. An employee who cannot perform the duties of his original or similar position because of a disability the employee sustained during military service is entitled to be re-employed in a position that the employee can perform, and that has like seniority, status, and pay as the former position, or the nearest possible seniority, status, and pay to the former position. An employee veteran eligible for re-employment under the foregoing conditions must apply for re-employment no later than the 90<sup>th</sup> day after the date the veteran is discharge or released from military service under honorable conditions. Failure to return to duty promptly after an approved leave of absence shall be cause for disciplinary action up to and including terminating of employment.

Employees who leave the District to perform long-term service in the uniformed services may elect to continue their health plan coverage under COBRA for a period not to exceed 24 months.

### **SECTION 713: JURY DUTY**

Revised Date:
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Leave time is provided for employees who are summoned for jury duty. Leave for jury duty does not count against other leave. Employees are paid for hours they would normally be scheduled to work.

### **SECTION 714: OTHER COURT APPEARANCES**

Revised Date:
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Employees will be granted paid leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Absences for court appearances related to an employee's personal business must be taken as PTO or unpaid personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

## SECTION 715: VOTING IN ELECTIONS

Revised Date:

Employees are encouraged to fulfill their civic responsibilities by voting. If an employee is unable to vote in a county or statewide election during his/her nonworking hours, then that employee shall be allowed sufficient time off to vote without deduction from pay or leave time accrued. However, the District does not grant employees time off to vote if the polls are open for two consecutive hours before or after their scheduled work hours. Employees should request time off to vote from their supervisor at least two working days prior to Election Day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

## SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE

Revised Date: May 19, 2018

The Family and Medical Leave Act (“FMLA”) provides employees who meet certain eligibility criteria with unpaid leave for certain family and medical reasons during a 12-month period. During this leave, eligible employees are entitled to continue group health plan coverage as if they had continued to work. At the conclusion of the leave, subject to some exceptions, eligible employees generally have the right to return to the same or an equivalent position and equivalent pay, benefits and working conditions.

NOTE: The following FMLA provisions and all references to FMLA in this Handbook and in District policy are applicable only to employees eligible for FMLA.

### Eligibility Requirements

To be eligible for FMLA leave, an eligible employee must have been employed by Triumph Public High Schools (TPHS):

- For at least 12 months (which need not be consecutive) and for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- At a worksite with 50 or employees located within 75 miles of the employee’s worksite.

Please note that for purposes of an employee’s entitlement to leave under the FMLA, the 12-month period within which employee shall be eligible for 12 weeks of FMLA shall be defined as starting on the first official day that FMLA leave was taken and continuing for 12 calendar months thereafter.

### Events that may Entitle Employees to FMLA Leave

An eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

- Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- Because of the placement of a son or daughter with the employee for adoption or foster care.
- In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of his or her position.
- Because of any Qualified Exigency (defined below) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

The maximum amount of leave available to spouses who are both employed by TPHS is limited to a 12-week period total between the spouses when leave is taken for the birth, adoption, or foster placement of a child with the employee. Military caregiver leave for spouses is extended to a combined total of 26 weeks.

Upon eligibility for family and medical leave, and at 30-day intervals thereafter, the employee shall provide medical certification of the illness or disability. The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.

### Service Member Family Leave

An employee may be eligible for up to 26 weeks of "Service Member Family Leave" if the employee's spouse, child, parent (not parents-in-law), or next of kin, is a current member of the active duty Armed Forces (including National Guard or Reserves), or a member of the Armed Forces (including National Guard or Reserves) on the Temporary Disability Retired List, who is recovering from a serious injury or illness incurred in the line of duty, while on active duty for which he or she is undergoing medical treatment, recuperation, therapy, in outpatient status, or otherwise on the Temporary Disability Retired List. (This does not include former members of the Armed Forces, former members of the National Guard and Reserves and members on the Permanent Disability Retirement List).

With respect to both Qualified Exigency and Service Member Family leave, employees may take the leave intermittently or on a reduced leave schedule. However, if an employee has accrued paid leave (vacation, sick, or personal leave), he or she must substitute any qualifying paid leave for unpaid leave first. "Qualifying paid leave" is leave that would otherwise be available to eligible employees for the purpose for which FMLA leave is taken. The remainder of the 26 workweeks of leave, if any, will be unpaid leave. Any paid leave used for an FMLA-qualifying reason will be charged against an employee's entitlement to FLMA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 26-workweek leave period.

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

### Qualifying Exigency FMLA Leave

An employee may be entitled to Qualifying Exigency FMLA leave if the employee's spouse, child, or parent is in the National Guard, is a Reservist, or is retired military and is called to active duty, or has been notified of an impending call or order to active duty in support of a contingency operation as defined by federal law. The time spent in several specific activities, defined by law as "Qualifying Exigencies," may also be considered FMLA time. (This does not include those on the Permanent Disabled Retired List or Active Duty Military).

### Certification of Leave

The first time an employee requests Qualifying Exigency leave, the District will require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty, or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

In addition, each time an employee first requests leave for one of the Qualifying Exigencies, the District may require certification of the exigency necessitating leave. Certification supporting leave for a Qualifying Exigency includes: appropriate facts supporting the need for leave, including any available written documentation supporting the request; the date on which the Qualifying Exigency commenced or will commence, and the end date; where leave will be needed on an intermittent basis, the frequency and duration of the Qualifying Exigency; and appropriate contact information if the exigency involves meeting with a third-party.

### Post-Deployment Activities

An employee may be entitled to take Qualifying Exigency leave for certain qualifying post-deployment exigencies, including reintegration activities, for a period of 90 days following the termination of the covered military member's active duty status.

State calls to active duty are not covered unless under order of the President of the United States.

### The Maximum Amount of FMLA Leave Within A 12-Month Period

Except as provided above, an employee is entitled up to 12 workweeks of unpaid leave during a 12-month period for any FMLA qualifying reason(s). The 12-month period is the 12 calendar months following the employee's first official day of FMLA leave. An eligible employee who is eligible for Service Member Family Leave may take a maximum of only 26 weeks during the previously stated 12 month period, even if the employee also qualifies for FMLA leave for a reason other than Service Member Family leave.

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

### Limitations on FMLA Leave

Leave to care for a newborn, or for a newly placed adopted or foster child, must conclude within 12 months after the birth or placement of the child. When both spouses are employed by the District, they are entitled to a combined total of twelve 12 work weeks of FMLA leave within the designated 12-month period for the birth, adoption, or foster care placement of a child, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA-qualifying reasons, but not more than a total of twelve 12 workweeks per person. For example, if each spouse took six weeks of leave to care for a newborn child, each could later use an additional six weeks due to his or her own serious health condition or to care for a parent or child with a serious health condition.

### Intermittent or Reduced Work Schedule Leave

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. “Intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason. A “reduced leave schedule” is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday.

For leave taken because of the employee’s own serious health condition, to care for a parent, son, or daughter with a serious health condition, or military caregiver leave, there must be a medical need for leave, and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. Leave due to a Qualifying Exigency may also be taken on an intermittent or reduced schedule basis.

When leave is taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, an eligible employee may take leave intermittently, or on a reduced leave schedule, only if the District agrees.

### Transfer to an Alternative Position

If an employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the District may require the employee to transfer temporarily to an available alternative position for which the employee is qualified, and which better accommodates recurring periods of leave than does the employee’s regular position.

### Calculating Leave Use

When an employee takes leave on an intermittent or reduced schedule, only the amount of leave actually taken may be counted toward the employee’s leave entitlement. The District must account for intermittent or reduced schedule leave using an increment no greater than the shortest period of time that it uses to account for use of other forms of leave, provided the increment is not greater than one hour.

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

### Request for FMLA Leave

Any absence of five days or more for an illness or medical condition may be designated FMLA leave and will require appropriate documentation. Employees should request FMLA leave by notifying their appropriate supervisor, completing an Employee Change Notice (ECN) and submitting the ECN form to the Director of Human Resources.

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When such notice is not possible, the employee must provide notice as soon as practicable, and generally must comply with the District's call-in procedures.

Employees must provide sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for military family leave. Employees also must inform the Director of Human Resources if the requested leave is for a reason for which FMLA leave was previously taken or certified.

### Required Documentation for Birth, Adoption, or Health-Related FMLA Leave

When leave is taken to care for a family member, the District will require employees to provide documentation or a statement of a family relationship (birth certificate or court document). The employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for his or her or a family member's serious health condition. Medical certification forms are available from the main office.

If the District deems the medical certification to be incomplete or insufficient, the District will specify, in writing, what information is lacking, and the employee will have seven calendar days to cure the deficiency. It is the employee's responsibility to provide a complete and sufficient certification. Such failure to provide complete and sufficient certification, despite the opportunity to cure any deficiency, may lead to denial of FMLA leave. The District may (a) have a designated health care provider or the Director of Human Resources (but in no case the employee's direct supervisor) contact the employee's health care provider in an effort to clarify or authenticate the initial certification if the District has reason to doubt an employee's initial certification; and/or (b) require the employee to obtain a second opinion by an independent provider at the District's designation and expense. If the initial and second certifications differ, the District may, at its expense, require the employee to obtain a third, final and binding certification from a jointly-selected health care provider.

During FMLA leave, the District may request that the employee provide recertification of a serious health condition, at intervals, in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the District with periodic reports regarding his or her status and intent to return to work. If the employee's anticipated return to work date changes, and it becomes necessary for the employee to take more or less leave than

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

originally anticipated, he or she must provide the District with reasonable notice (within two business days) of such changed circumstances and new return to work date. If the employee gives notice of such intent not to return to work, he or she will be considered to have voluntarily resigned.

Before an employee returns to work from FMLA leave for his or her own serious health condition, the employee will be required to submit a fitness-for-duty certification from his or her health care provider with respect to the condition for which the leave was taken, stating that the employee is able to perform the essential functions of his or her job. Where a reasonable job safety concern exists, the District may require a fitness-for-duty certification before an employee's return to work from intermittent leave.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

### Use of Paid and Unpaid Leave

FMLA provides eligible employees with up to 12 workweeks of unpaid leave, except as described above. However, if an employee has accrued paid leave (vacation, sick, or personal leave), he or she must substitute any qualifying paid leave for unpaid FMLA leave first. Substituted paid leave will run concurrently with the unpaid FMLA leave. "Qualifying paid leave" is leave that would otherwise be available to an employee for the purpose for which FMLA leave is taken. The remainder of the 12 workweeks of leave, if any, will be unpaid leave. Any paid leave used for an FMLA-qualifying reason will be charged against the employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12 work week period. During the period that an employee takes a leave of absence, including FMLA, he or she is not eligible to accrue paid time off benefits. Accruals will resume upon the employee's return to work.

### Designation of Leave

The Director of Human Resources will notify an employee that his or her leave has been designated as FMLA leave within five business days, absent extenuating circumstances, of the District's determination that leave is for an FMLA qualifying reason. If an employee has not notified the District of the reason for the leave, and desires that leave be counted as FMLA leave, he or she must notify the Director of Human Resources within two business days of returning to work that the leave was for an FMLA reason.

### Special Rules for Instructional Employees

Special rules may apply to certain employees of charter Districts. These special rules affect leave taken intermittently or on a reduced schedule, or taken near the end of an academic term (semester) by instructional employees.

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

“Instructional employees” are those whose primary function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their primary function actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

### Failure to Provide Notice of Foreseeable Leave

If an instructional employee does not give required notice of foreseeable leave to be taken intermittently or on a reduced schedule, the District may require the employee to take leave of a particular duration or to transfer temporarily to an alternative position. Alternatively, the District may require the employee to delay the taking of leave until the notice provision is met.

### Twenty Percent (20%) Rule

If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee’s own serious health condition; the leave is foreseeable based on planned medical treatment; and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the District may require the employee to choose:

- To take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- To transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee’s regular position.

“Periods of a particular duration” means a block or blocks of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave. If an employee chooses to take leave for “periods of a particular duration” in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.

### Leave at the End of a Semester

As a rule, the District may not require an employee to take more FMLA leave than the employee needs. The FMLA recognizes exceptions where instructional employees begin leave near the end of a semester. As set forth below, the District may, in certain cases, require the employee to take leave until the end of the semester.

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

The District semester, or “academic term,” typically ends near the end of the calendar year and the end of spring each District year. In no case may a District have more than two academic terms or semesters each year for purposes of the FMLA.

If the District requires the employee to take leave until the end of the semester, only the period of leave until the employee is ready and able to return to work shall be charged against his or her FMLA leave entitlement. Any additional leave required by the District to the end of the semester is not counted as FMLA leave; however, the District shall maintain the employee’s group health insurance and restore the employee to the same or equivalent job, including other benefits, at the end of the leave.

### More Than Five Weeks Before the End of the Semester

The District may require an instructional employee to continue taking leave until the end of the semester if:

- The employee begins leave more than five weeks before the end of the semester;
- The leave will last at least three weeks; and
- The employee would return to work during the three-week period before the end of the semester.

### *During Last Five Weeks of the Semester*

The District may require an instructional employee to continue taking leave until the end of the semester if:

- The employee begins leave during the last five weeks of the semester for any reason other than the employee’s own serious health condition or a Qualifying Exigency;
- The leave will last more than two weeks; and
- The employee would return to work during the two-week period before the end of the semester.

### During Last Three Weeks of the Semester

The District may require an instructional employee to continue taking leave until the end of the semester if the employee begins leave during the three-week period before the end of the semester for any reason other than the employee’s own serious health condition or a Qualifying Exigency.

### Maintenance of Health Benefits

During FMLA leave, employees are entitled to continue group health plan coverage under the same conditions as if they had continued to work. To the extent that FMLA leave is paid, the employee’s portion of health insurance premiums will be deducted from their

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

salary. For the portion of FMLA leave that is unpaid, an employee's portion of health insurance premiums must be paid in accordance with the District's rules for leave without pay. If payment of health insurance premiums is more than 30 days late, the District may discontinue health insurance coverage upon notice to the employee.

### Salary Action

The length of the leave will delay any planned, but not implemented, salary increase for a period equal to an employee's leave of absence, including FMLA.

### Performance Evaluation

The length of the leave will extend an employee's normal performance evaluation date by the length of the leave of absence, including FMLA.

### Return from FMLA Leave

Upon return from FMLA leave, the employee will be placed in the same position he or she held before the leave, or an equivalent position with equivalent pay, benefits, and other employment terms.

### Limitations on Reinstatement

An employee is entitled to reinstatement only if he or she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, he or she would not be employed at the time job restoration is sought.

The District reserves the right to deny reinstatement to salaried, FMLA eligible employees who are among the highest paid 10% of District employees employed within 75 miles of the District's main office, if such denial or reinstatement is necessary to prevent substantial and grievous economic injury to the District's operations.

### Failure to Return to Work Following FMLA Leave

If an employee does not return to work following the conclusion of FMLA leave, he or she will be considered to have voluntarily resigned. The District may recover from the employee such portion of health insurance premiums that were paid on the employee's behalf during any unpaid FMLA leave. Recovery may be made through deductions from any outstanding sums due to the employee, except where prohibited by federal or state law, or through legal action against the employee.

For further information or clarification about FMLA leave, please contact the Director of Human Resources.

## **SECTION 716: FAMILY AND MEDICAL LEAVE OF ABSENCE (Continued)**

For information or to file a complaint with the U. S. Department of Labor (DOL) by contacting them at 1-866-487-9243 or by visiting [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

## **SECTION 717: MATERNITY - RELATED ABSENCES**

Revised Date:

The District will not discriminate against any employee who requests an excused absence for medical disabilities associated with a pregnancy. Such leave requests will be made and evaluated in accordance with extended leave policy provisions outlined in this handbook and in accordance with all applicable federal and state laws. Requests for time off associated with pregnancy and/or childbirth (apart from medical disabilities associated with these conditions) will be considered in the same manner as any other request for unpaid personal leave.

## **SECTION 718: EXTENDED LEAVE OF ABSENCE**

Adopted: June 9, 2006

The District will grant an extended leave of absence for illness, injury or pregnancy. When an employee becomes disabled and the disability is medically supported, the District may grant an extended leave of absence. During this time, the employee may use accrued PTO. When earned PTO has been exhausted, the employee will be placed on a leave of absence without pay.

Time spent on an approved leave of absence is considered to be continuous employment with respect to service date.

While on an approved leave of absence without pay, PTO will not accrue. In addition, performance and merit pay reviews will be adjusted to reflect time spent on leave of absence without pay.

The maximum time allowed for an extended leave of absence is 90 days from the time an employee is placed on a leave of absence without pay. Employees who are not able to return to work at the end of this time period will be considered terminated.

It is the responsibility of the employee to keep their supervisor informed of the continuing disability or condition. This includes, but is not limited to, an appropriate physician certification to this effect.

## **SECTION 719: ADMINISTRATIVE LEAVE WITH PAY**

Adopted Date: June 9, 2006

The Superintendent/CEO may place, at his/her discretion, an employee on administrative leave with pay when it is determined that such an action would be in the best interest of the

students, fellow employee(s), school or work site. Examples include investigations into allegations of discrimination, fraud, sexual abuse, assault, or any other reason the Superintendent/CEO or Board of Directors may deem appropriate or in the organization's best interest. Placement on such leave may be from one to five days intervals but shall not exceed 15 days without Board approval. Utilization of administrative leave with pay must not conflict with the intent of other types of leave policies stated in this handbook.

## **SECTION 720: EMERGENCY LEAVE**

Adopted Date: June 9, 2006

Employees may be allotted up to 90 days of unpaid, job-protected leave to "eligible" employees for genuine emergencies, as determined by the Superintendent/CEO. Such leave requests must be made in writing and will be evaluated on a case-by-case basis. The Superintendent/CEO shall have discretion in determining what constitutes a genuine personal emergency. Moreover, the Superintendent/CEO may take other variables into consideration, such as the time of year, adequate staffing at the work site, etc.

Employees may be eligible for emergency leave only if they have satisfactorily completed their 90-day probationary period.

If emergency leave is granted, the employee must use earned PTO. When earned PTO has been exhausted, the employee will be placed on an emergency leave of absence without pay.

Time spent on an approved leave of absence is considered to be continuous employment with respect to their service date.

While on an approved emergency leave of absence without pay, PTO will not accrue. In addition, performance and merit pay reviews will be adjusted to reflect time spent on leave of absence without pay.

The maximum time allowed for emergency leave of absence is 90 days from the time an employee is placed on an emergency leave of absence without pay. Employees who do not return to work at the end of this time period will have their position declared vacant and they will be subject to termination.

It is the responsibility of the employee to keep his/her supervisor informed of the continuing emergency. This includes, but is not limited to, appropriate documentation to this effect.

## **SECTION 721: RELIGIOUS LEAVE**

Revised Date: 03/05/06

The District shall grant leave requests for religious observations and practices except when such requests cannot be reasonably accommodated without undue hardship on the conduct of the District's operations. Such leave shall be unpaid unless other paid leave is available under District's Policy and is requested by the employee according to said policy.

## **SECTION 722: OPPORTUNITIES FOR DEVELOPMENT**

Revised Date: June 9, 2006

All employees are given the opportunity to be promoted to an existing or new position within the organization. Opportunities for promotion are based on job performance and competency in the skill required for the higher level position. Only the Superintendent/ CEO makes decisions regarding promotions. Salaries are adjusted based on new responsibilities within the established salary scale.

Staff development activities are organized to meet the needs of employees and the District. Staff development is predominantly campus-based, related to achieving campus performance objectives, and developed and approved by the campus administrator or district or campus-level advisory committees.

In addition to campus-based staff development activities, full-time and part-time staff will have the opportunity for staff training through the participation in off-campus seminars, workshops, training, etc. The District will compensate the staff person for all reasonable expenses to cover tuition, per diem, and will be paid for those days which they must attend the training not to exceed three (3) days per training. Training in excess of three days requires the approval of the Superintendent/CEO. The staff person is responsible for requesting any training from his/her supervisor no later than two weeks prior to training.

Decisions to allow off-campus staff training will depend on whether the training is relevant to job duties, campus performance objective, cost, funds available, and availability for staff to perform regular job duties during the time of the absence. All off-campus-training requests are to be approved by the Academy Director.

## **SECTION 723: EMPLOYEE INVOLVEMENT**

Revised Date: June 9, 2006

At both the campus and district levels, the District offers opportunities for involvement in matters that affect employees. As part of the District's decision-making process, employees may either be asked or elected to serve on district-or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each school's administrative office or from the school administrator.

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## SECTION 800: EMPLOYEE CONDUCT AND WORK RULES

Revised Date: June 9, 2006

To assure orderly operations and provide the best possible work environment, we expect employees to follow rules of conduct that will protect the interests and safety of all employees, students and the employer. It is not possible to list all the forms of behavior that are considered unacceptable in the work place. Nevertheless, the following are examples of infractions of rules of conduct that will result in disciplinary action, including termination of employment:

- Bribery
- Coercion of a public servant
- Improper influence
- Gifts to a public servant
- Tampering with government records
- Abuse of official capacity
- Misuse of official information
- Theft or inappropriate removal or possession of property
- Falsification of time keeping records or other District records, documents, etc.
- Working under the influence of alcohol, inhalants, illegal drugs or controlled substances
- Possession, distribution, sale, transfer, or use of alcohol, inhalants or illegal drugs in the work place, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the work place
- Boisterous or disruptive activity in the work place
- Negligence or improper conduct leading to damage of employer-owned or student - owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other forms of unlawful harassment
- Use of corporal punishment as a means of disciplining students
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the work place
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the work day
- Unauthorized use of telephone, mail systems, computers or other employer-owned equipment
- Failure to follow lawful instruction of one's supervisor
- Gross discourtesy to students, parents or guardians of the student, coworkers or supervisors
- Unauthorized disclosure of confidential District, employee or student information
- Failure to properly secure test materials

## **SECTION 800: EMPLOYEE CONDUCT AND WORK RULES (Continued)**

- Inappropriate touching or fraternization with students
- Failure to report suspected cases of child abuse or neglect
- Unsatisfactory performance
- Refusal to take a drug test for reasonable cause;
- Violation of e-mail, voice mail, telephone, computer and network systems use policies;
- Violation of other personnel policies or established operational procedures; or
- Employees who have knowledge of others' breach of the rules of conduct but fail to report it to management will be considered to be in violation of these rules.
- Using another employee's ID badge to clock in or out for them or allowing another employee to use your ID badge to clock in or out for you.

Employment with the District is by mutual consent and either the District or the employee may terminate the relationship at any time, with or without cause and with or without advance notice.

## **SECTION 801: CONFIDENTIALITY**

Revised Date:

The District's service is a public trust. It must keep this trust by always remembering that the business affairs of its students are extremely confidential. When there is an inquiry concerning a student's record, refer it to a supervisor and allow the proper authorities to decide whether or not to release the information. When any information is released, the highest level of discretion and judgment must be used. The District's reputation can be seriously damaged by careless handling of information— during or after business hours. Make it a habit not to discuss business with family, friends or other non-employees. Employees must stay informed on current regulations regarding confidential information and the privacy act. Business discussions with others are on a need to know basis only.

## **SECTION 802: OUTSIDE EMPLOYMENT**

Revised Date:

Employees may hold outside jobs as long as they meet the performance standards of their job with this organization. The employee must advise the school administrator, verbally or in writing, of outside employment and describe the nature of the employment. Employees should also consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to the District's scheduling demands, regardless of any existing outside work requirements.

If the District determines that an employee's outside work interferes with performance or the ability to meet the requirements of this organization, as they are modified from time to time, the employee may be asked to terminate their outside employment if he/she wishes to remain with the District.

## **SECTION 802: OUTSIDE EMPLOYMENT (Continued)**

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the organization for materials produced or services rendered while performing their jobs.

## **SECTION 803: DRUG, ALCOHOL, INHALANTS AND CONTROLLED SUBSTANCE ABUSE**

Revised Date: August 7, 2004

The District is a drug free workplace. The delivery of professional, quality services to students requires mentally alert and healthy employees. Alcohol abuse, illegal drug or controlled substance use and its psychological effects represent a threat to the well-being and security of employees, students and the assets we safeguard. Moreover, it represents an unnecessary exposure of liability to the District and the potential of significant damage to the District's reputation and community standing.

In accordance with the District's Alcohol and Drug Abuse Policy, employees must be free from drug dependence, illegal drug use, drug abuse, controlled substance use, or alcohol dependency or abuse. The possession, use, sale or being under the influence of a non-prescribed chemical, an illegal drug, an inhalant, a controlled substance or alcohol while at work, while on duty or operating a vehicle or equipment owned or leased by the District is strictly prohibited. Violation of the District's Alcohol and Drug Abuse Policy can lead to disciplinary action, including termination.

## **SECTION 804: ALCOHOL AND DRUG TESTING**

Revised Date: August 7, 2004

The purpose of alcohol and drug testing is to ensure safety and prevent accidents and injuries resulting from the misuse of alcohol and drugs. This is especially true for drivers of commercial motor vehicles. Any employee who is required to have 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 when they are driving.

The District reserves the right to conduct alcohol and drug tests at any time for reasonable cause. Alcohol and drug tests may be conducted following an accident, when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and/or as follow-up measures. Violation of this policy, refusal to be tested, or providing false information can lead to disciplinary action, including termination.

## **SECTION 805: TOBACCO USE**

Revised Date:

By law, smoking or using tobacco products is prohibited from within two blocks of all District-owned or leased property. This includes, but is not limited to, all buildings, playground areas, parking facilities, and facilities used for athletics and/or other activities. Drivers of District-owned vehicles are prohibited from smoking while inside the vehicle. The school administrator is responsible for insuring that notices stating that smoking is prohibited by law and punishable by a fine, are displayed in prominent places in all school buildings.

## **SECTION 806: POSSESSION OF FIREARMS AND WEAPONS**

Revised Date:

The law prohibits employees, visitors, and students from possessing or bringing firearms, knives, or other weapons onto school premises or any grounds or building where a school sponsored activity takes place. Law also prohibits the igniting fireworks within 600 feet of any school. To ensure the safety of all persons, employees who observe or suspect a violation of the District's policy should report it to their supervisors, campus administrator in charge or call the Superintendent/CEO at (210) 227-0295.

## **SECTION 807: REPORTING SUSPECTED CHILD ABUSE**

Revised Date:

All employees, volunteers or agents of the District are required by state law to immediately report any suspected child abuse or neglect to Child Protective Services and/or to any other appropriate entity listed in Section 261, Texas Family Code. Teachers and other professional staff are required to file a report within-48 hours of the event that led to the suspicion. Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. Authorized officials from the above agencies shall be permitted to conduct the required interview with the child at the School with or without the consent of the parent or guardian. The School will fully cooperate with all official investigations of abuse or neglect.

The toll free number for the Department of Protective and Regulatory Services Child Abuse Hotline is 1-800-252-5400. All reports of abuse shall also be reported to the School Administrator or designee contemporaneous to the legally mandated reporting to the Child Protective Services.

## **SECTION 808: APPEARANCE**

Revised Date: May 19, 2018

The School's goal in establishing a dress code is to create a professional appearance that fosters a safe and positive work environment for our staff and students. The general

philosophy is that Triumph Public High School employees are professional and should dress the part.

All employees are role models and should dress accordingly. Occasionally, there may be situations that warrant an exception, such as a unique medical condition. Sound professional judgment should be used in these instances.

The following rules are to be followed by all employees:

1. Hair must be neat and clean. Shaggy, unkempt hair is not permissible. Sideburns, moustaches and beards must be neatly trimmed.
2. Halter tops, exposed midriffs, strapless and/or low cut tops, exposed backs, spaghetti straps, see-through clothing, and tanks with oversized armholes are not permitted. Undergarments shall not be visible or exposed.
3. Clothing or conspicuously displayed jewelry or accessories with inappropriate advertising or statements that are offensive or inflammatory are prohibited. This prohibition includes, but not limited to, alcoholic beverages, profanity, sex, tobacco, drugs, gangs, guns, and other weapons, excessively violent or gory imagery, and the promotion of violence.
4. Lanyards other than those with TPHS logo must be plain or solid color.
5. Appropriate footwear is required. Flip-flops or other beach-type sandals are not permitted.
6. Pants shall be worn securely at the waist. Excessively worn, torn, frayed, oversized or long clothing is not permitted. Undergarments shall not be visible or exposed.
7. Dresses and skirts will be permitted provided that they are neatly hemmed, conservative, and modest in appearance. Campus administration will determine appropriate length. Excessively high slits in skirts and tight spandex will not be permitted.
8. Body piercing ornaments and other similar ornaments will be worn on the ear only.
9. Visible tattoos and similar body painting(s) that promote violence or reflect gang activity are prohibited. Visible tattoos and similar body painting(s) that are considered offensive, inflammatory or disruptive to the learning environment are prohibited.
10. Hats, caps or other head apparel are not permitted.

At Triumph Public High Schools' discretion, employees may occasionally be allowed to dress in a more casual manner. On these occasions, employees are expected to present a neat appearance, and are not permitted to wear ripped or disheveled clothing, athletic wear, or other inappropriate clothing. Jeans should not be torn, faded, worn out or frayed.

Triumph Public High Schools will review its dress and grooming policies on a regular basis, and make changes as needed.

While it is inevitable that there will be differences of opinion as to the appropriateness of dress and grooming, the final determination will be in the judgment of the Academy Director. In the event that an employee and their Academy Director cannot come to an agreement on proper dress for the workplace, they can appeal to Triumph Public High Schools' Director of Human Resources and/or the TPHS Superintendent for a final determination.

## **SECTION 808: APPEARANCE (Continued)**

An employee who does not comply with this dress code is subject to disciplinary action, up to and including termination.

## **SECTION 809: E-MAIL, VOICE MAIL, TELEPHONE, COMPUTER AND NETWORK SYSEMS USE POLICY**

Revised:
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The District respects the privacy of its employees. However, employees of the District may not expect such privacy rights to extend to the use of District owned systems, property, equipment or supplies or to work-related conduct.

This policy is intended to notify all District employees that no reasonable expectation of privacy exists in connection with their use of the District's systems, property, equipment, or supplies. In addition, District employees are prohibited from withholding information maintained within District supplied containers, including but not limited to, computer files computer databases, desks, lockers, and cabinets. The following rules also apply to the use of the District's property:

1. **District's Right to Access Information.** While District employees have individual passwords to e-mail, voice mail and computer network systems, these systems are at all times accessible to and by the District and may be subject to unannounced, periodic inspections by the District for business purposes. This policy applies to all telephone, electronic, and computer network systems which are accessed on or from District premises; used in a manner which identifies the employee with the District; access using District computer equipment and/or via District paid access methods. District employees may not use secret passwords and all system passwords must be available to the District at all times. The District maintains back-up copies of e-mail and voice mail, and these as well as the usage records of the District's computer network systems, may be reviewed for legal, business or other reasons.
2. **Use Restricted to District Business.** District employees are expected to use District e-mail, voice mail and computer network systems only for District related business, not for personal reasons. Personal reasons include, but are not limited to, non-job-related communications, research or solicitations, or soliciting for political or religious causes, outside organizations or other commercial ventures.
3. **Prohibited Content.** District employees are prohibited from using District telephone, electronic or computer network systems in any manner that may be offensive or disruptive to others. This includes, but is not limited to, the transmission of ethnic or racial slurs, gender specific comments, sexually explicit images or messages, any remarks that would offend someone on the basis of their age, political or religious beliefs, disability, national origin or sexual orientation, or any messages that may be

**SECTION 809: E-MAIL, VOICE MAIL, TELEPHONE, COMPUTER AND NETWORK SYSEMS USE POLICY (Continued)**

interpreted to disparage or harass others. No telephone, electronic, or computer network communication may be sent which represent the sender as from another District or as someone else, or which try to hide the sender's identity. Inappropriate or personal use of District property or telephone, electronic or computer network systems will result in disciplinary action, up to and including discharge.

Employees and students are required to abide by the provisions of the District's communications systems policy and administrative procedures. Employees with questions about computer use and data management should contact their campus administrator.

**SECTION 810: VISITORS**

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

**SECTION 811: NON-DISCLOSURE**

Revised Date:
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The protection of confidential information about this organization is vital to the interests and the success of this organization. Such confidential information includes but is not limited to the following examples:

- Employment information
- Compensation data
- Student information
- Financial information
- Pending projects
- Proprietary processes
- Proposals
- Research and statistical data
- Reports
- Operating budgets

The materials, services, records, designs, plans, ideas and data of this organization are the property of the District and should never be given to an outside firm or individual except through proper channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who

## **SECTION 811: NON-DISCLOSURE (Continued)**

participates in such a practice will be subject to disciplinary action, up to and including possible discharge or legal action.

## **SECTION 812: SECURITY INSPECTIONS**

Revised Date:

The District wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the District reserves the right to conduct searches to monitor compliance with rules concerning security of school and individual property.

Accordingly, any agent or representative of the District can inspect employee's, their work areas, storage devices (as well as items found within them), vehicles (if driven or parked on school property), and other personal items or articles at any time with or without notice. The employer requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees; however, they remain the sole property of the District. The school may issue keys or combination locks for storage devices and keep a copy of the key or combination. However, if an employee has their own key or combination lock on a storage device, a copy of the key or the combination must be provided to the school administrator.

The District likewise wishes to discourage theft or unauthorized possession of the property of employees, the employer, visitors and/or students. To facilitate enforcement of this policy, the District or its representatives may inspect not only desks and lockers but also packages entering and/or leaving the premises.

Again, this policy is for the purpose of monitoring compliance with work and safety rules. If a search is requested, it is not an accusation of theft or other wrongdoing but merely part of an investigation.

An employee has a right to refuse to submit to an inspection. However, an employee's refusal to consent to such inspections, after fair warning as to the consequences of such a

refusal, may result in disciplinary action, including discharge. Any employee who wishes to avoid inspection for any prohibited articles or materials should not bring such items onto the District's premises.

## **SECTION 813: SAFETY**

Revised Date:

Establishment and maintenance of a safe work environment is the shared responsibility of the District and its employees from all levels of the organization. The District will attempt to do everything within its control to assure a safe environment and compliance with

governmental safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. They are asked to immediately report any unsafe conditions to their supervisor. Not only supervisors, but employees at all levels of the organization are expected to correct unsafe conditions as promptly as possible.

All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear.

#### **SECTION 814: STAFF MEETINGS**

Revised Date:

Staff meetings may be called at any time by the school administrator, the Superintendent/CEO or his/her designee.

#### **SECTION 815: PROGRESSIVE DISCIPLINARY PROCEDURES**

Revised Date: March 24, 2012

An employee may be terminated without prior warning on the first occurrence of violations listed under the Employee Conduct and Work Rules.

For less serious offenses, a progressive disciplinary process may be implemented when an employee violates standards, policies, or fails to perform as required and expected.

Progressive discipline is both a policy and a procedure. Instead of immediately recommending the firing of employees who need to improve their performance, a supervisor may address workplace problems and poor performance by taking increasingly severe disciplinary actions against low performing employees. These actions may range from oral counseling all the way to discharge from employment. Levels of discipline should be appropriate to the nature and severity of the violation.

Progressive discipline can prove to be beneficial to the employer and the employee. If followed properly, the process can improve the performance of employees and provide formal steps to take if things do not improve. It calls for these steps:

1. Inform employees of the performance standards expected in the job.
2. Monitor employee performance
3. Report progress and problems to employees.
4. Allow adequate opportunity for the employee to improve performance and provide necessary support, i.e., additional training or coaching
5. Impose progressively harsher consequences if the unacceptable performance or conduct continues

It is important to keep in mind that serious offenses may warrant a recommendation of immediate discharge from employment. Nevertheless, a conventional progressive discipline model has been adopted using the following progression.

## **SECTION 815: PROGRESSIVE DISCIPLINARY PROCEDURES (Continued)**

1. Verbal Warning
2. Written Warning
3. Suspension (or final written warning in lieu of suspension)
4. Discharge from Employment

No disciplinary actions beyond a written warning may be taken without being authorized by the Superintendent/CEO or a designee. District Directors, Academy Directors and Site Supervisors may recommend appropriate discipline beyond a written warning.

When an offense or deficiency is of a more serious nature, the Superintendent/CEO may forego Step 1 and go directly to Step 2, Written Warning.

Appropriate documentation is a must and is very important for use in justifying a personnel action. In general, the following guidelines should be followed:

- the employee should get a copy of any written warnings, and a copy should go into the personnel file
- have the employee and/or a witness sign the warning
- the warning should clearly let the employee know what the next step will be if the problem continues
- follow established policies and guidelines prior warnings as closely as possible, unless there is a compelling reason not to do so; do not issue warnings until you are ready to take action.
- do not recommend issuing a "final written warning" until and unless you are ready to recommend harsher consequences against the employee upon the very next occurrence of the problem that caused the warning to be issued. Final warnings must be signed the Superintendent/CEO.

A more specific set of guidelines has been developed for use by supervisors in implementing the progressive discipline procedures presented here in this policy. If a copy is not available at the district, school or site level, a copy can be obtained from the Human Resources Office in San Antonio, Texas.

After six months passes without another infraction, the employee gets a "clean slate". Any later infractions will start the process again with a verbal warning.

The following documents and forms are available from the Corporate Human Resources Office in San Antonio, Texas; call 210-227-0295.

- Progressive Disciplinary Policy Implementation Guidelines
- Notice of Disciplinary Action

Samples of Notices of Disciplinary Action for Suspensions, Verbal Warnings, Written Warnings and Final Warnings.

## **SECTION 816: EMPLOYMENT TERMINATION**

Revised Date: June 9, 2006

Termination of any employee for any reason is in writing from the Superintendent/CEO. If deemed appropriate, a conference may be scheduled with the employee; where the letter informing the employee of termination is given to him or her and, if appropriate, discussed. If a conference is not scheduled, the letter is sent by regular and/or certified mail to the employee.

## **SECTION 817: EMPLOYMENT TERMINATION POLICIES**

Revised Date: August 7, 2004

The end of employment with the District will fall within one of six categories, with policies indicated for each category.

### **1. RESIGNATION**

The employee freely makes a voluntary termination for any reason he/she chooses. Employees are expected to give a minimum of two weeks written notice.

### **2. MUTUAL AGREEMENT**

A termination by mutual agreement is made by both the individual and the supervisor when both think it would be mutually beneficial to end the employment relationship. Under these circumstances, there is no termination notice period, but the supervisor must document the agreement, including the agreed upon departure date. The Superintendent/CEO must approve the documented agreement.

### **3. REDUCTION IN FORCE**

Jobs can be eliminated due to reorganization or discontinuance of a contract, or if sufficient funds are not being generated to make a school cost effective. Any employee so affected will be given as much notice as possible.

### **4. UNSATISFACTORY PERFORMANCE**

A termination for unsatisfactory job performance results from the employee's failure to complete required tasks in a timely competent manner or maintain an adequate attendance record. Prior to termination for unsatisfactory performance, the supervisor must make a reasonable effort to resolve the problem with the employee.

### **5. TERMINATION AT WILL**

The State of Texas is an employment "at will" state. The District is an "at will" employer and employees of the District are "at will" employees. An "at will employee" is one who has no contract and is employed at the will of the employer and themselves. Thus, an "at will"

## **SECTION 817: EMPLOYMENT TERMINATION POLICIES (Continued)**

employee can quit their job whenever they want to without reason, obligation, or advanced notice. Conversely, employers of “at will” employees can terminate an employment relationship without reason, obligation, or advanced notice.

### **6. MISCONDUCT**

Termination can result from misconduct connected with the work on the employee’s part. Termination for misconduct is based on a verifiable act(s) of misconduct by an employee. Such acts include, but may not be limited to: neglect or mismanagement of a position of employment by action or inaction; refusal to do work which is reasonably expected and the employee is capable of performing; improper use or acquisition of District property; violation of a law, i.e., a felony conviction; insubordination; neglect that places in jeopardy the lives or property of others; intentional wrongdoing or malfeasance; violation of a policy or rule the employee was aware of and was adopted to ensure orderly work and the safety of employees.

Supervisors may recommend a termination due to misconduct. However, recommendations must be submitted to the CEO/Superintendent in writing and must be specific in terms of setting out the facts on which the recommendation is based. Include any rules or policies that the employee violated. Set out any verbal or written warnings issued to the employee that related to the reason for discharge. Include the date and nature of the last incident that triggered the decision to recommend termination. Only the CEO/Superintendent has the authority to terminate an employee. Termination for misconduct requires no notice.

## **SECTION 818: RESIGNATION PROCEDURES**

Revised Date:
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District employees should submit their letter of resignation to the Superintendent/CEO through the school administrator. The letter of resignation should include the effective date of resignation or the last day the employee will be physically working on the job.

When the school administrator receives the resignation letter, it should be forwarded with the Personnel Action Recommendation (PAR) form to the Superintendent/CEO. The Corporate office coordinates all separation information with the Payroll Officer.

Resigning employees should obtain final approval of his/her time sheet and return any assigned equipment to his/her immediate supervisor. All District property must be returned for final clearance.

The school administrator must verify receipt of property such as identification card, office keys, District inventory items, and books, videos, or other materials checked out to the employee.

## **SECTION 818: RESIGNATION PROCEDURES (Continued)**

The Superintendent/CEO or his/her designee, i.e., school administrator, conducts an exit interview with all employees separating from employment with the District. The exit interview is a confidential discussion about the employee's reason(s) for resigning and other observations about the organization. The results of the exit interviews are useful in identifying any trends and possible improvement options. The exit interview should be scheduled on or before the employee's last physical day on the job.

The employee completes all required forms on or before his last day physically on the job. The employee must provide the District with a forwarding address. The Payroll Officer will conduct an audit of the employee's payroll records to ensure the amount due each employee is paid out after termination. Final salary warrants will not be issued until the employee has completed all forms and the Payroll Officer has processed them.

## **SECTION 819: WITHDRAWING RESIGNATIONS**

Revised Date:

The Superintendent/CEO's approval is required for an employee's request to withdraw his/her resignation. When the employee has physically left the work assignment, they may not return until the Superintendent/CEO's approval has been granted.

## **SECTION 820: GRIEVANCE PROCEDURES**

Revised Date: August 8, 2012

Except for sexual harassment complaints where the supervisor is the subject of the complaint, all employees shall first bring their work-related complaints or concerns in writing to the Academy Director or immediate supervisor within 15 days of the day the employee knew of or should have known of the complaint.

The Academy Director or supervisor shall hold a conference within seven days and respond to the complaint within seven days after the conference. Complaints or concerns which are not resolved at this level or within the required time may be brought to the attention of the Superintendent/CEO or his/her designee within seven days of the day of the level one response deadline. The complaint or concern addressed to the Superintendent/CEO must be in writing, must be specific, and where possible, suggest a resolution. The Superintendent/CEO or designee shall hold a conference within ten days of receipt of the written complaint and shall attempt to respond to all written complaints or concerns within the seven days of the conference.

Employees who are dissatisfied with the response of the Superintendent/CEO or his designee may request to place the matter on the agenda of the next regularly scheduled Triumph Public High Schools (TPHS) Board of Directors meeting. The request must be in writing and must be filed within seven days of the receipt of a response from the Superintendent/CEO or his designee, or if no response, within seven days of the response

## **SECTION 820: GRIEVANCE PROCEDURES (Continued)**

deadline. The request shall be directed to the Chair of the Board of Directors, shall include a copy of the written complaint to the Superintendent/CEO, and the Superintendent/CEO's response. A copy of the complaint shall also be delivered to the Superintendent/CEO.

Any action of the Board of Directors regarding the complaint shall be taken in compliance with the Open Meetings Act. The Board will consider the complaint and take whatever action it deems appropriate, including not responding or taking any action. A lack of response by the Board upholds the Superintendent/CEO's or designee's decision at level two.

## **SECTION 821: WHISTLEBLOWER GRIEVANCES**

Revised Date:

Employees shall not suffer any adverse personnel action for having reported, in good faith, a violation of law or policy to an authority in a regulating, enforcing, investigating, or prosecuting branch of state or local government. Employees who believe that an adverse personnel action was taken in violation of this policy shall take immediate steps to have that action reviewed under the school grievance or employee complaint process.

The School shall post a notice in a prominent place in the workplace as prescribed by the Attorney General advising employees of their Whistleblower rights.

## **SECTION 822: REPORTS TO THE TEA COMMISSIONER**

Revised Date:

The dismissal or resignation of an employee will be reported to the Commissioner of the Texas Education Agency (TEA) if there is reasonable evidence that the employee's conduct involves the following:

- Any form of sexual or physical abuse of a minor or any other illegal conduct with a minor.
- The possession, transfer, sale, or distribution of a controlled substance.
- The illegal transfer, appropriation, or expenditure of school property or funds.
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to a professional position or to receive additional compensation associated with a position.
- Committing a crime on school property or at a school sponsored event.

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## **SECTION 900: ACCOUNTING**

Revised Date:
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### **1. FISCAL YEAR**

The fiscal year of the charter school begins September 1 and ends August 31.

### **2. PUBLIC EDUCATION INFORMATION MANAGEMENT SYSTEM (PEIMS)**

The District participates in the Public Education Information Management System (PEIMS) as set forth in Texas Education Code §42.006. The school shall utilize the uniform accounting system developed by the Commissioner of Education to report required data.

### **3. ACCOUNTING, IN GENERAL**

The Superintendent/CEO shall establish and maintain a school fiscal accounting system which conforms with generally accepted accounting principles (“GAAP”), the school’s charter and the Public Education Information Management System (PEIMS) data entry standards to the extent the Commissioner of Education determines is necessary to monitor charter school legal compliance.

Separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school are maintained. Any business activities of the organization not directly related to the management and operation of the charter school are kept in separate and distinct accounting, auditing, and budgeting, reporting and record keeping systems. Proper maintenance of these systems prevents the commingling of charter and non-charter business.

All canceled checks, deposit records and monthly bank statements are reviewed and reported, with the appropriate financial statements of the Corporation, on a monthly and cumulative basis. The financial statements are sent to all Board Members of Triumph Public High Schools on a monthly basis.

Appropriate steps are taken to ensure that the charter school complies with the Financial Accountability System Resource Guide, Bulletin 679 or its successor (“Bulletin 679”) published by TEA in the management and operation of the charter school.

### **4. DEPOSITS**

TEA funds to the District are electronically transferred into separate accounts established for the charter school. For checking purposes only, the charter school has a separate employer identification number in order to specifically track deposits. Unless otherwise allowed by law, all other monies entering the Corporate Office are logged in the deposit log and are deposited within 24 hours. The log identifies the reason for payment and the account to which the check should be deposited. After the deposit is made, the deposit slip is filed in the transaction file.

### **5. PAYMENTS**

All bills are due and payable upon receipt. Usually bills are paid on the 15th and again at the end of the month. However, some bills are paid on a 30-day net basis.

## **SECTION 900: ACCOUNTING (Continued)**

### **6. ATTENDANCE ACCOUNTING**

To the extent required by the Commissioner of Education, the District shall comply with the "Student Attendance Accounting Handbook" published by the Texas Education Agency; provided, however, that the District shall report attendance data to the agency at six-week intervals or as directed by TEA. A contact person and phone number will be provided with each submittal. Attendance reports must meet the minimum requirements outlined in Section II, District Summary Reports, of the Student Attendance Accounting Handbook. An affidavit, signed by the record keeper and the Superintendent/CEO, will be included in the report, verifying the report has been reviewed and is accurate.

### **7. CONTRACTS FOR SERVICES**

The District contracts for services with different suppliers, vendors, businesses, etc. The Superintendent/CEO is responsible for seeing that contracts with the landlords, vendors, office equipment suppliers, utility providers, etc. are kept in order and are evaluated annually either for renewal or change.

### **8. ANNUAL INVENTORY**

An inventory of supplies, furniture and equipment is performed annually. The type of furniture, equipment, location, and serial number are noted on an inventory log. Also recorded on the log is the date of purchase, costs, and the current condition of the item. Inventoried items are tagged indicating the inventory number and agency or project funds used to purchase the item, i.e., TEA, TIF, DOL, etc.

### **9. MANAGEMENT OF FISCAL RECORDS**

Records subject to audit shall be retained in accordance with the districts local records management policy and plan and available for audit.

### **10. ANNUAL AUDIT**

The school shall employ an independent auditing firm to conduct annual audits pursuant to PEIMS and the Texas Education Agency's *Special Supplement to Financial Accounting and Reporting Non-Profit Charter School Chart of Accounts*. The annual audit shall also include

At its own expense, the District's contracts with a certified public accountant, holding a permit from the Texas State Board of Public Accountancy, to conduct the annual audit. The District shall file a copy of the annual audit report, as approved by the Board of Directors, with the State Board of Education not later than the 120<sup>th</sup> day after the end of the fiscal year for which the audit was made. The audit shall be designed to comply with Generally Accepted Auditing Standards and shall include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS.

## **SECTION 901: SCHOOL YEAR**

Revised Date:

The Superintendent/CEO shall ensure the charter school adopts a school year with fixed beginning and ending dates.

## **SECTION 902: PAY ADVANCES**

Revised Date:

Neither pay advances nor extensions of credit on unearned wages can be provided to employees.

If a regular payday falls during an employee's authorized leave of absence, the employee's paycheck will be available upon his/her return. The employee has the option to have the paycheck mailed to him/her provided that the employee submits a request in writing to include the mailing address to which the paycheck is to be mailed.

## **SECTION 903: SUPPLIES**

Revised Date: March 28, 2009

Supplies are purchased on an as needed basis and must be requested in accordance with procedures in effect. Normally the district or campus administrator submits requests to purchase supplies via a purchase order submitted to the Business/PEIMS Office. Once purchased, supplies must be inventoried and kept in a secure location within the school's administrative offices. The school administrator should identify one person responsible for inventorying and ordering supplies. Supplies should be disbursed to other staff from a central location and through one person.

## **SECTION 904: REIMBURSEMENTS**

Revised Date:

School administrators and the Assistant Superintendent for School Operations of Charter Schools are reimbursed for certain cash purchases if they are directly related to the conduct of school or District business. The District will not reimburse for items or services over \$100.00, unless previously approved by the Superintendent/CEO. Reimbursements will be made on a bi-weekly or monthly basis through the submission of monthly reimbursement forms to the Corporate Office. Receipts are required for reimbursement of expenses.

## **SECTION 905: TRAVEL ALLOWANCES**

Revised: March 26, 2011 and February 21, 2015

The District provides travel allowances for employees to attend staff training activities, conferences that promote staff development, and to engage in activities that promote the

overall goals and objectives the overall goals and objectives of the organization. Travel allowances may also be provided to employees to conduct the regular business of the organization outside the organization's service delivery area.

Travel allowance is advanced or refunded for specific types of expenses related to travel outside the boundaries of the service delivery area as defined by the District's funding source, contract, application or grant.

The Superintendent/CEO must give prior approval for all out-of-town travel for all school administrators. The school administrator may approve out-of-town travel for staff under his/her overall supervision.

## 1. LODGING

Lodging accommodations may be pre-arranged by the District. If pre-arrangements are not made, hotel reimbursements shall be limited to \$80.00 per day for low-cost areas and at actual costs for the following metropolitan areas:

- Dallas/Fort Worth
- Austin
- San Antonio
- Houston
- El Paso
- McAllen
- Laredo
- Lubbock
- South Padre Island

Nonprofit organizations are usually exempt from state sales tax on lodging but are not exempt from any city taxes or other taxes imposed for lodging. Employees may be reimbursed for applicable taxes.

Out of state hotel costs are reimbursed at actual costs.

## 2. MEALS

Meal costs are not allowed unless the traveler has an overnight stay or are part of an approved work related conference, seminar, meeting, or training lasting four hours or more.

Reimbursement for meals shall not exceed \$36.00 per day for breakfast, lunch and dinner. Original receipts need not be presented as proof of meal costs. However, meals will reimburse on a prorated basis depending on time of departure time to or from authorized travel destinations follows:

## SECTION 905: TRAVEL ALLOWANCES (Continued)

### Departures:

Time of Departure	Breakfast	Lunch	Dinner	Total
12:01 am to 11:00 am	\$8.00	\$12.00	\$16.00	\$36.00
11:01 am to 3:30 pm		\$12.00	\$16.00	\$28.00
3:31 pm to Midnight			\$16.00	\$16.00

### Arrivals:

Time of Arrival	Breakfast	Lunch	Dinner	Total
12:01 am to 11:00 am	\$8.00			\$8.00
11:01 am to 3:30 pm	\$8.00	\$12.00		\$28.00
3:31 pm to Midnight	\$8.00	\$12.00	\$16.00	\$36.00

In the event breakfast, lunch or dinner is included in the registration fee or provided free in conjunction with a conference, meeting, seminar, or training, the allowance can be reduced in the amount equal to the allowable per meal reimbursement rate for the meal provided.

### 3. TRANSPORTATION

The employer may provide travel by commercial airlines. If the employee makes the travel arrangements, reimbursement will be at actual costs. Every effort must be made to book the most reasonable rates available.

All authorized drivers of district owned, privately owned, or rented vehicles must provide proof of general liability auto insurance before leaving on work related in town or out-of-town travel. All drivers must use seatbelts while operating a motor vehicle and are prohibited talking, texting, checking email or use of apps on hand-held devices while driving during work related travel. Failure to abide to this policy may lead to disciplinary action up to and including termination. Emergency calls would be exempt.

If the employee is required to provide his/her own transportation, mileage will be reimbursable at a rate of 0.45 cents/mile.

## **SECTION 905: TRAVEL ALLOWANCES (Continued)**

### **4. CAR RENTAL**

Car rentals must be approved by the Superintendent/CEO and are paid at actual costs. The District is not responsible for any liabilities due to thefts of personal property, accidents or traffic citations while the traveler is on official travel with a rented vehicle.

Proof of a valid driver's license and current auto liability insurance must be on file with the corporate business office to be eligible for car rental reimbursement.

Rental car for personal use or for purposes not associated with the official business of the organization, meeting, conference, or workshop is non-reimbursable.

### **5. AFTER TRAVEL REPORT**

The employee is required to submit an after travel report, to include travel related expense receipts, within 10 days upon return from a business trip.

### **6. REIMBURSEMENTS**

Reimbursements for out-of-town travel must be submitted on a Travel Reimbursement Voucher Form to include a travel report and travel related expense receipts. The employee will be reimbursed for allowed travel related expenses incurred over any advance travel allowance already provided. The traveler is to submit one voucher and trip report for each out-of-town trip.

### **7. LATE REPORTS**

The out-of-town Travel Reimbursement Voucher form is due within 10 calendar days after returning from an out-of-town trip.

- Vouchers submitted after the 10 calendar day due date and within 59 calendar days after returning from a trip, will result in a delay of reimbursement.
- Vouchers submitted 60 calendar days or more after returning from a trip shall be designated as late submittals and must be accompanied by an explanation for the delay. All allowable costs of late submittals should be reimbursed within 60 days of receipt of a properly submitted reimbursement request.

## **SECTION 906: AUTO MILEAGE – LOCAL TRAVEL**

Revised Date: March 19, 2008
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The employer provides all employees, who use their personal vehicles, auto mileage reimbursement for travel that is necessary to conduct the business of the organization within the service delivery area. The District is not responsible for any liabilities due to

thefts of personal property, accidents or traffic citations while the traveler uses their personal vehicle for official travel.

The auto mileage reimbursement rate is established with the approval of the Board of Directors.

Reimbursement Rate - 0.45 cents per mile.

Eligibility: The Employee must have a valid Driver's License and current Auto Liability Insurance Documents on file with the personnel and fiscal departments.

Limitations: Local mileage is paid from the employees assigned work site and will not be paid for travel from the home site to work site.

Reimbursements: Reimbursements for local travel must be submitted on a Monthly Local Travel Report and Reimbursement Request Form.

Late Submittals: For budgeting and program planning purposes, it is important to submit reimbursements for local travel on a timely basis. Monthly Local Travel Reports are due within 10 days after the end of each month.

- Local Travel reports submitted after the ten calendar day due date and within 59 calendar days after the end of each month can result in a delay of reimbursement.
- Local Travel reports submitted 60 calendar days or more after the end of the report month will not be reimbursable.

## **SECTION 907: PURCHASES**

Revised Date:
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All original purchase requests are made through the Corporate Office. Reimbursement of items up to \$100 in value shall be reimbursed on a cash purchase reimbursement basis. If a purchase is for more than the \$100 limit, the Superintendent/CEO, or his designated representative, must approve the purchase. The Assistant Superintendent for School

Operations and school administrator are the only persons allowed to make purchase requests.

All purchase receipts are to be returned to the Corporate Office on a monthly basis. The school administrator is also responsible for ensuring that all Tax Exemption requirements have been met in order that the District is not charged sales tax. Employees are responsible for making every effort to ensure that the District does not pay sales tax on those items for which they request reimbursement.

## **SECTION 908: RETURN OF PROPERTY**

Revised Date:

Employees are responsible for the following items issued to them or in their possession or control:

- Keys
- Manuals
- Written or Printed Materials
- Inventoried items, i.e., laptop computers, printers, cameras, projectors, etc.
- Computer passwords used
- Student Records, grade and attendance books. etc.
- Employee Records, etc.

Employees must return all property of the District that is in their possession or control in the event of termination of employment, resignation, layoff or immediately upon request. Where permitted by applicable laws, the employee will be required to pay for items issued to him/her and lost, stolen, or not returned when required. The District may also take all action deemed appropriate to recover or protect the property of the District.

## **SECTION 909: RECORDS MANAGEMENT**

Revised Date:

Records management means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency or recordkeeping. The term includes the development of records control schedules, the management of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

The Texas Local Government Records Act provides that each local government must establish a records management program to be on file with the Texas State Library and

Archives Commission. Moreover, 77(r), House Bill 6, Section 12.1052, stipulates that open-enrollment charter schools are considered to be a local government for purpose of Subtitle C, Title 6, Local Government Code, and Subchapter J. Chapter 441, Government Code.

Subsequently, each charter school must file a records management policy and plan with the Texas State Library and Archives Commission. Accordingly, the following two items were submitted and approved by the Texas State Library and Archives Commission:

1. A resolution adopted by the Board of Directors regarding its records management policy. The records management plan described in the resolution satisfies the minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission; and

## **SECTION 909: RECORDS MANAGEMENT (Continued)**

2. A Declaration of Compliance with the Records Scheduling Requirement of the Local Government Records Act (For SLR508 (8-95)). This document provides a listing of the names and addresses for each of the Records Management Officers, (RMO) appointed for each charter school. Accordingly, the Academy Director is designated to serve as the Records Management Officer (RMO) for school.

As the appointed RMO of the school, the Academy Director must ensure that an updated Declaration of Compliance with the Records Scheduling Requirement of the Local Government Records Act (Form SLR 508) is on file with the Texas State Library and Archives Commission. Each campus must have a RMO.

In brief, the Declaration provides the name of the current RMO and states that, in lieu of filing detailed records control schedules, the school has adopted the records control schedules that comply with minimum requirements established under two schedules of the Texas State Library and Archives Commission as follows:

1. Schedule GR (Records Common to All Governments), and
2. Schedule SD (Records of Public School Districts)

These schedules are listed on the Texas State Library and Archives Commission web page: <http://www.tsl.state.tx.us>

1. Click on the Gold Box –Services to Government Agencies
2. Scroll down and click on the line – Records Management Publications for State and Local Governments
3. Click on Local Schedule GR and SD for listings of records and their retention.  
(You should print then off for your use and reference.)

If you have questions regarding this matter, call the Human Resource Office at the Central Corporate Administrative Office at (210) 227-0295.

In accordance with section 203.041(a), Local Government Code, and in lieu of filing detailed records control schedules, the Board of Directors adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission. Thus, the following schedules were adopted as part of our records management program:

- a. Schedule GR (Records Common to All Governments), and
- b. Schedule SD (Records of Public School Districts)

The above records control schedules lists the records maintained by the organization's offices and schools, their retention periods and other records disposition information that the records management program may require.

## **SECTION 909: RECORDS MANAGEMENT (Continued)**

In accordance with the organization's Local Records Management Plan, campus administrators are identified as the Records Management Officer (RMO) at the local level and he/she is responsible for the proper implementation of the Local Records Management Plan on their respective campuses. It is important to note that, the Texas State Library and Archives Commission must be notified if there is a change in administration.

## **SECTION 910: DECLARATION OF EMPLOYER PROPERTY RIGHTS**

Revised Date:
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During employment with the District, employees will have access and become familiar with various trade secrets and other confidential information. As a condition of employment, all employees must sign a "Declaration of Employer Property Rights". The purpose of this requirement is to protect the property rights of the District.

By signing the Declaration, the employee acknowledges that:

- They received and agreed to read the Declaration of Employer Rights in its entirety;
- Among other things, it will affect their employment and business activities after being employed by the District; and
- Employment by the District is dependent on signing the Declaration and by signing the employee agrees to the terms contained therein.

## **SECTION 911: EDUCATORS CODE OF ETHICS**

Revised Date:
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All certified teachers are subject to the Teachers' Professional Practices Commission's Code of Ethics and Standard Practices for Texas Educators.

All school educators shall be subject to the District's Code of Ethics, which describes appropriate conduct for any educator. The term "Educators" refers to school administrators as well as certified and teachers without certification.

A copy of the District's code of ethics for educators can be found as an attachment to this handbook.

# **Triumph Public High Schools**

## **Educators Code of Ethics**

### **Adopted November 20, 1999**

School educators shall at all times conduct themselves in compliance with the following Code of Ethics. The term "Educators" refers to school administrators as well as certified and uncertified teachers.

- Educators should strive to create an atmosphere that will nurture to fulfill the potential of each student.
- Educators shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community. In conscientiously conducting their affairs, educators shall exemplify the highest standards of professional commitment.
- Educators shall maintain the dignity of the profession by respecting and obeying the law, demonstrating personal integrity, and exemplifying honesty.
- Educators shall not intentionally misrepresent official policies of his/her school or educational organization and shall clearly distinguish those views from his/her personal attitudes and opinions.
- Educators shall honestly account for all funds committed to his/her charge and shall conduct his/her financial business with integrity.
- Educators shall not use institutional or professional privileges for personal or partisan advantage.
- Educators shall not accept gratuities, gifts, or favors that impair professional judgment.
- Educators shall not offer any favor, service, or thing of value to obtain special advantage.
- Educators shall not falsify records, or direct or coerce others to do so.
- Educators, after qualifying in a manner established by law or regulation, shall assume responsibilities for professional administrative or teaching practices and professional performance, and demonstrate competence.
- Educators shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications, and shall adhere to the terms of a contract, or appointment, or agreement.
- Educators shall not deliberately or recklessly impair his/her physical or mental health, or ignore social prudence, thereby affecting his/her ability necessary to perform the duties of his/her professional assignment.

- Educators shall organize instruction that seeks to accomplish objectives related to learning.
- Educators shall continue professional growth.
- Educators shall comply with written local school board policies, state regulations, and applicable state and Federal laws.
- Educators, in exemplifying ethical relations with colleagues, shall accord just and equitable treatment to all members of the profession.
- Educators shall not reveal confidential information concerning colleagues unless disclosure serves professional purposes or is required by law.
- Educators shall not willfully make false statements about a colleague or the school system.
- Educators shall adhere to written school board policies and state and federal laws regarding dismissal, evaluation, and employment practices.
- Educators shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- Educators shall not discriminate against, coerce, or harass a colleague on the basis of race, color, religions, national origin, age, sex, disability, or family status.
- Educators shall not intentionally deny or impede a colleague in the exercise or enjoyment of any professional right or privilege.
- Educators shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
- Educators shall have the academic freedom to teach as a professional privilege, and no educator shall interfere with such privilege except as required by state and/or Federal laws.
- Educators, in accepting a position of public trust, should measure success by the progress of each student toward realization of his/her potential as an effective citizen.
- Educators shall deal considerately and justly with each student and shall seek to resolve problems including discipline according to law and school board policy.
- Educators shall not intentionally expose the student to disparagement.
- Educators shall not reveal confidential information concerning students unless disclosure serves professional purposes or is required by law.

- Educators shall make reasonable effort to protect the student from conditions detrimental to learning, physical health, mental health, or safety.
- Educators shall not deliberately distort facts.
- Educators shall not unfairly 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, sex, disability, national origin, religion, or family status.
- Educators shall not unreasonably restrain the student from independent action in the pursuit of learning or deny the student access to varying points of view.
- Educators, in fulfilling citizenship responsibilities in the community, should cooperate with parents and others to improve the public schools of the community.
- Educators shall make reasonable effort to communicate to parents information that lawfully should be revealed in the interest of the student.
- Educators shall endeavor to understand community cultures, and relate the home environment of students to the school.
- Educators shall manifest a positive role in school public relations.

**Triumph Public High Schools**  
Employee Acknowledgment Receipt

I hereby acknowledge receipt of my personal copy of the *Personnel Policies and Operational Procedures Handbook* of the Triumph Public High Schools. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

The employee handbook describes important information regarding my employment with Triumph Public High Schools. I understand that I should consult with my supervisor or the school administrator regarding any questions not answered in the handbook.

Since the information and benefits described herein are subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices. I understand that revised policies or procedures may supersede, modify, or eliminate existing policies and procedures. Only the State Charter School Board has the authority to adopt any revisions to this handbook.

I acknowledge that Triumph Public High Schools is an employment at will organization and that I have entered into my employment relationship with Triumph Public High Schools voluntarily. Thus, there is no specified length of employment. Accordingly, neither the organization nor I am bound to continue the employment relationship. If either chooses, they may, at their will, end the relationship, with or without cause, at any time.

It is also understood that, in accordance to the rules and regulations promulgated by the Texas Education Agency (TEA), the District is by definition an educational institution. According to the Texas Unemployment Compensation Act, employees who work for an educational institution may not be eligible for unemployment compensation benefits, based on services with the District, during any scheduled school breaks (including, but not limited to, the summer, winter, and spring breaks). Unless notified otherwise, I understand that I have reasonable assurance of continued employment during these breaks. Therefore, if I apply for unemployment compensation benefits during the aforementioned breaks, the District will understand that I have chosen to resign my position. Therefore, I understand that, if I apply for unemployment compensation benefits during the aforementioned breaks, the District will be compelled to challenge the application benefits on the grounds that I have been provided reasonable assurance of continued employment.

I understand that if I have a work-related complaint, I will follow the grievance procedures outlined in this Handbook.

I also understand that I have an obligation to inform my supervisor and the District of any changes in personal information such as name, address, marital status, etc.

Finally, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. I accept responsibility for contacting my supervisor or the Superintendent/CEO's representative, i.e., the school administrator, if I have any questions, concerns, or need further explanation.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (Type or Printed)

Date: \_\_\_\_\_

Note: This acknowledgment receipt must be signed, dated and forwarded to the Central Corporate Administrative Office in San Antonio, Texas.