

**CHARTER SCHOOL BOARD POLICY MANUAL**  
**POLICY GROUP 4 – PERSONNEL**  
**CONFIDENTIALITY OF MEDICAL INFORMATION**

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Pioneer Technology & Arts Academy (“School”) shall strive to protect the privacy of employees’ medical information to the greatest extent possible.

**“Medical Information” Defined**

“Medical information” is any information, data, or documentation relating to an employee’s mental or physical condition. The term includes, but is not limited to:

1. Oral, written, or digital information concerning an employee’s mental or physical condition;
2. Medical records;
3. Dental records;
4. Disability records;
5. Workers’ compensation records;
6. Medical leave records;
7. Genetic information;
8. Health insurance information; and/or
9. Information concerning visits or payments to any health care professional, hospital, emergency room, or other type of short- or long-term health care facility.

**Confidentiality of Records**

Any medical information concerning employees will be maintained in separate, confidential medical files apart from regular personnel records. Only employees authorized by the Superintendent may access such files.

Employees are hereby notified that medical information concerning employees is absolutely confidential under state and federal laws and may not be discussed at any time with any person under any circumstances, unless:

1. an employee needs to do so in order to carry out his or her job duties; or
2. the person discussing the information is talking or otherwise communicating with the subject of the information at that person’s invitation.

If an employee is concerned about a possible medical condition on the part of another employee, the employee must not discuss such concern with anyone other than his or her Campus Principal or immediate supervisor.

**Policy Violations**

Any employee who is found to have discussed medical information concerning another employee with anyone else in violation of this policy, or who is found to have released such information without authorization will be subject to severe disciplinary action, up to

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and possibly including immediate termination from employment. Such an employee may also be subject to both civil and criminal action in a court of law under state and federal law.

**Definitions**

“Criminal history clearinghouse” (Clearinghouse) means the electronic clearinghouse and subscription service established by the Department of Public Safety (DPS) to provide criminal history record information to persons entitled to receive that information and to provide updates to such information. A person who is the subject of the criminal history record information requested must consent to the release of the information. Gov’t Code 411.0845(a), (h).

“Criminal history record information” (CHRI) means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information, and other formal criminal charges and their dispositions. Gov’t Code 411.082(2).

“National criminal history record information” (NCHRI) means criminal history record information obtained from DPS under Government Code Chapter 411, Subchapter F, and the Federal Bureau of Investigation (FBI) under Government Code 411.087. Education Code 22.081(2).

**Certified Persons**

The State Board for Educator Certification (SBEC) shall review the NCHRI of a person who is an applicant for or holder of a certificate and who is employed by or is an applicant for employment by the School. Education Code 22.0831(c).

**Noncertified Employees**

**Applicability**

This section applies to a person who is not an applicant for or holder of a certificate from SBEC and who, on or after January 1, 2008, is offered employment by:

1. the School; or
2. a shared services arrangement, if the employee’s or applicant’s duties are or will be performed on school property or at another location where students are regularly present.

[For noncertified employees of the School or a shared services arrangement hired before January 1, 2008, see ALL OTHER EMPLOYEES, below.]

**Information to DPS and TEA**

Before or immediately after employing or securing the services of a person subject to this section, the School shall send or ensure that the person sends to DPS information

that DPS requires for obtaining NCHRI, which may include fingerprints and photographs.

The School shall provide TEA with the name of a person to whom this section applies. TEA shall examine the CHRI of the person and notify the School if the person may not be hired or must be discharged under Education Code 22.085.

### **Employment Pending Review**

After the required information is submitted, the person may begin employment, but that employment is conditional upon the review and acceptability of that person's CHRI by the School and by the TEA. If the School or TEA makes a determination that the employee or applicant is ineligible for employment, the employee must be terminated.

### **Criminal History**

The School shall obtain all CHRI that relates to a person subject to this section through the Clearinghouse and shall subscribe to the CHRI of that person. The School may require the person to pay any fees related to obtaining the CHRI. Education Code 22.0833; 19 TAC 153.1109(d).

### **Substitute Teachers**

This section applies to a person who is a substitute teacher for the School or a shared services arrangement.

### **Applicability**

For purposes of the CHRI review requirements, a "substitute teacher" is a teacher who is on call or on a list of approved substitutes to replace a regular teacher and has no regular or guaranteed hours. A substitute teacher may be certified or noncertified.

### **Information to DPS and TEA**

The School shall send or ensure that a person to whom this section applies sends to DPS information required for obtaining NCHRI, which may include fingerprints and photographs.

The School shall provide TEA with the name of a person to whom this section applies. TEA shall examine the CHRI and certification records of the person and notify the School if the person:

1. May not be hired or must be discharged as provided by Education Code 22.085; or

2. May not be employed as a substitute teacher because the person's educator certification has been revoked or is suspended.

### **Employment Pending Review**

After the required information is submitted, the person may begin employment, but that employment is conditional upon the review of that person's CHRI by the School and by the TEA. If the School or TEA makes a determination that the employee or applicant is ineligible for employment, the employee must be terminated.

### **Criminal History**

The School shall obtain all CHRI that relates to a person to whom this section applies through the Clearinghouse. The School may require the person to pay any fees related to obtaining the CHRI. Education Code 22.0836; 19 TAC 153.1101(5), 153.1111(d).

## **Student Teachers and Volunteers**

### **Applicability**

This section applies to:

1. a person participating in an internship consisting of student teaching to receive a teaching certificate; and
2. a volunteer or person who has indicated, in writing, an intention to serve as a volunteer with the School.

### **Criminal History**

A person may not perform any student teaching or volunteer duties until:

1. the student teacher or volunteer has provided to the School a drivers license or another form of identification containing the person's photograph issued by an entity of the United States government; and
2. the School has obtained from DPS all CHRI that relates to the student teacher or volunteer. The School may also obtain CHRI relating to a student teacher or volunteer from any other law enforcement agency, criminal justice agency, or private consumer reporting agency.

The School may require a student teacher or volunteer to pay any costs related to obtaining the CHRI.

**Exception**

The criminal history requirements above do not apply to a person who volunteers or is applying to volunteer with the School if the person:

1. is the parent, guardian, or grandparent of a child who is enrolled in the School;
2. will be accompanied by a School employee while on a School campus; or
3. is volunteering for a single event on the School campus.

Education Code 22.0835. The School may check the Sex Registry Offender for all visitors on School property and Driving Records for those providing transportation for students.

**Coordination of Efforts**

The School may coordinate with TEA, SBEC, and a shared services arrangement as necessary to ensure that criminal history reviews are not unnecessarily duplicated. Education Code 22.0833(h).

**All Other Employees**

The School shall obtain CHRI that relates to a person who is not subject to an NCHRI review and who is an employee of:

1. the School; or
2. a shared services arrangement, if the employee's duties are performed on school property or at another location where students are regularly present.

The School may obtain the CHRI from

1. DPS,
2. a law enforcement or criminal justice agency, or
3. a private consumer reporting agency.

Education Code 22.083(a), (a-1), (c); Gov't Code 411.097.

**Confidentiality of Records**

CHRI that the School obtains from DPS, including any identification information that could reveal the identity of a person about whom CHRI is requested and information that directly or indirectly indicates or implies involvement of a person in the criminal justice system:

1. is for the exclusive use of the School; and

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2. may be disclosed or used by the School only if, and only to the extent that, disclosure is authorized or directed by a statute, rule, or order of a court of competent jurisdiction.

For purposes of these confidentiality provisions, “criminal history record” information does not refer to any specific document provided by DPS, but to the information contained, wholly or partly, in a document’s original form or any subsequent form or use.

The School or an individual may not confirm the existence or non-existence of CHRI to any person who is not eligible to receive the information. Gov’t Code 411.084.

CHRI obtained by the School, in the original form or any subsequent form, may not be released to any person except the individual who is the subject of the information, TEA, or SBEC, or by court order. The CHRI is not subject to disclosure under Government Code Chapter 552 (Public Information Act).

A School employee may request from the Business Department a copy of any CHRI related to that employee that the School has obtained from DPS. The School may charge a fee to provide the information, the amount of the fee not to exceed the actual cost of copying the CHRI. Gov’t Code 411.097(d), (f).

**Destruction of CHRI**

The School shall destroy CHRI obtained from DPS on the earlier of:

1. the date the information is used for the authorized purpose; or
2. the first anniversary of the date the information was originally obtained.

Gov’t Code 411.097(d)(3).

**Confidentiality of Information Obtained from Applicant or Employee**

The School may not release information collected about a person in order to obtain CHRI, including the person’s name, address, phone number, social security number, driver’s license number, other identification number, and fingerprint records, except:

1. to comply with Government Code Chapter 22, Subchapter C (criminal records);
2. by court order; or
3. with the consent of the person who is the subject of the information.

In addition, the information is not subject to disclosure under Government Code Chapter 522 (Public Information Act).

The School shall destroy the information not later than the first anniversary of the date the information is received. Education Code 22.08391.

**SBEC Notification**

The Superintendent or designee shall promptly notify SBEC in writing by filing a report with the TEA staff within seven calendar days of the date the Superintendent obtains or has knowledge of information indicating that an applicant for or holder of a certificate issued by SBEC has a reported criminal history. Education Code 22.087; 19 TAC 249.14(d)(1).

**Discharge of Convicted Employees**

The School shall discharge or refuse to hire an employee or applicant for employment if the School obtains information through a CHRI review that:

1. the employee or applicant has been convicted of:
  - a. any felony offense or a misdemeanor involving moral turpitude,
  - b. an offense requiring registration as a sex offender under Code of Criminal Procedure Chapter 62, or
  - c. An offense under the laws of another state or federal law that is equivalent to an offense under paragraphs a or b, **and**
2. at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.

**Certification to TEA**

Each school year, the Superintendent or designee shall certify to the Commissioner that the School has complied with the above provisions.

**Sanctions**

SBEC may impose a sanction on an educator who does not discharge an employee or refuse to hire an applicant if the educator knows or should have known, through a criminal history record information review, that the employee or applicant has been convicted of an offense described above.

**Consumer Credit Reports**

**Definitions**

“Adverse action” includes a denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee.



“Consumer report” includes any information from a consumer reporting agency that is used or expected to be used as a factor in establishing the person’s eligibility for employment.

“Consumer reporting agency” is an agency that regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties for monetary fees, dues, or on a cooperative nonprofit basis.

“Employment purposes” when used in connection with a consumer report means a report used for the purpose of evaluating a person for employment, promotion, reassignment, or retention as an employee.

15 U.S.C. 1681a

### **Obtaining Reports**

The School may not procure a consumer report for employment purposes unless:

1. the School has provided the applicant or employee a written disclosure that a consumer report may be obtained for employment purposes; and
2. the applicant or employee has authorized in writing the procurement of the consumer report.

### **Adverse Action**

Before taking any adverse action based on the consumer report, the School shall provide the applicant or employee a copy of the consumer report and a written description of the person’s rights under the Fair Credit Reporting Act, as prescribed by the Federal Trade Commission. 15 U.S.C. 1681b(b)(2).

### **Address Discrepancies**

The Superintendent shall develop and implement reasonable policies and procedures designed to enable the School, when it receives a notice of address discrepancy, to form a reasonable belief that a consumer report relates to the employee about whom it has requested the report. The Superintendent shall also develop and implement reasonable policies and procedures for furnishing an address for the employee, which the School has reasonably confirmed is accurate, to the consumer reporting agency. 16 CFR 641.1.

### **Disposal of Records**

The School must properly dispose of a consumer report by taking reasonable measures to protect against unauthorized access to or use of the information.

“Dispose” means the discarding or abandonment of the consumer report; or the sale, donation, or transfer of any medium, including computer equipment, upon which the consumer report is stored.

Examples of reasonable measures include:

1. burning, pulverizing, or shredding papers containing a consumer report so the information cannot practicably be read or reconstructed;
2. destroying or erasing electronic media containing a consumer report so that the information cannot practicably be read or reconstructed; or
3. after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of the consumer report.

16 CFR 682.3.

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**Disqualification from Employment**

In accordance with Texas Education Code section 12.120 and 19 TAC section 100.1151, an individual may not be employed by Pioneer Technology & Arts Academy (“School”) if he or she:

- has been convicted of any felony or a misdemeanor involving moral turpitude;
- has been convicted of any offense listed in Education Code section 37.007(a); or
- has been convicted of an offense listed in the Code of Criminal Procedure section 62.001(5).

Additionally, in accordance with Texas Education Code section 22.085, the School shall discharge or refuse to hire an employee or applicant if the individual’s criminal history information shows that:

- (1) The employee or applicant has been convicted of:
  - (a) a felony offense under Title 5, Penal Code;
  - (b) an offense on conviction of which the employee or applicant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or
  - (c) an offense under the laws of another state that is equivalent to an offense under paragraphs (a) or (b) above; and
- (2) at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school.

The School may discharge an employee if it obtains information of the employee’s conviction of any felony or a misdemeanor involving moral turpitude that the employee did not disclose to the School or the State Board of Educator Certification (“SBEC”).

**Discrimination Based on Criminal History**

Except as required by state or federal law, the School does not prohibit employment or refuse to consider an application for employment solely on the grounds that an applicant/employee has a prior criminal record. The School does not prohibit employment or refuse to consider an application for employment based solely on the grounds that the applicant/employee has been arrested. In accordance with Title VII of the Civil Rights Act of 1964, the School will, prior to any exclusion of an applicant for employment or continued employment of an employee that has a criminal record, to conduct an individualized assessment of the criminal conduct at issue. In conducting such an assessment, the School shall carefully consider the following in order to determine that any exclusion based on criminal conduct is job related to the position in question and consistent with the business necessity of the school:

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- the nature and gravity of the offense or offenses;
- the time that has passed since the conviction and/or completion of the sentence;
- the nature of the job held or sought.

Upon consideration of the above factors, the Superintendent or designee shall inform the applicant/employee that he or she may be excluded because of prior criminal conduct and provide the individual an opportunity to demonstrate that the exclusion does not properly apply to him or her and the position in question. The School shall consider the additional information provided by the applicant/employee that demonstrates that the criminal conduct is not job related and is consistent with business necessity of the school prior to making any final determination. Such additional information may include:

- the facts or circumstances surrounding the offense or conduct;
- the number of offenses for which the individual was convicted;
- age at the time of conviction, or release from prison;
- evidence that the individual performed the same type of work, post conviction, with the same or a different employer, with no known incidents of criminal conduct;
- the length and consistency of employment history before and after the offense;
- rehabilitation efforts, e.g., education/training;
- employment or character references regarding fitness for the particular position;
- whether the individual is bonded under a federal, state or local bonding program.

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The Superintendent shall promptly notify the State Board of Educator Certification (SBEC) by filing a written report (within seven days of first learning about an alleged incident of misconduct) with the Texas Education Agency upon obtaining knowledge or information indicating any of the following circumstances:

1. An educator employed by or seeking employment with Pioneer Technology & Arts Academy (“School”) has a criminal record.
2. An educator’s employment with the School was terminated for any of the following acts:
  - a. sexually or physically abusing or otherwise committing an unlawful act with a student or minor;
  - b. possessing, transferring, selling, or distributing a controlled substance;
  - c. illegally transferring, appropriating, or expending School property or funds;
  - d. attempting by fraudulent or unauthorized means to obtain or alter a professional certificate or license for purposes of promotion or additional compensation;
  - e. committing a crime or any part of a crime while on School property or at a School-sponsored event; or
  - f. soliciting or engaging in sexual conduct or a romantic relationship with a student or minor.
3. The educator resigned and reasonable evidence supported a recommendation to terminate the individual because he or she engaged in misconduct described in paragraph 2 above.
4. The educator engaged in conduct that violated the assessment instrument security procedures established by Education Code section 39.0301.

In accordance with Education Code section 21.006, the Superintendent must complete an investigation based on reasonable cause that the educator may be engaged in abuse or otherwise committing an unlawful act with a student or minor.

**Drug-Free Workplace**

Pioneer Technology & Arts Academy (“School”) expressly prohibits:

1. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on School property or while performing an assignment.
2. Being impaired or under the influence of legal or illegal drugs or alcohol away from the School, if such impairment or influence adversely affects the employee’s work performance, the safety of the employee or of others, or put at risk the School’s reputation.
3. Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the School, if such activity or involvement adversely affects the employee’s work performance, the safety of the employee or of others, or puts at risk the School’s reputation.
4. The presence of any detectable amount of prohibited substances in the employee’s system while at work, while on School property, or while on School-related business. “Prohibited substances” include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

**Drug and Alcohol Testing**

The School will conduct drug and/or alcohol testing under any of the following circumstances:

**School Drivers**

Employees who drive School owned or leased vehicle(s) on School-related business may be subject to drug and/or alcohol testing as determined necessary by the School’s administration.

**Random Testing**

Employees may be selected at random for drug and/or alcohol testing at any interval determined by the School.

**For-Cause Testing**

The School may direct an employee to submit to a drug and/or alcohol test at any time the School believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

1. evidence of drugs or alcohol on or about the employee’s person or in the employee’s vicinity;

2. unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol;
3. negative performance patterns; or
4. excessive and unexplained absenteeism or tardiness.

**Post-Accident Testing**

Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

**Policy Violations**

An employee is subject to disciplinary sanctions under this policy if:

1. the employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy;
2. the employee is tested for drugs or alcohol in accordance with this policy and the results indicate a violation of this policy; and/or
3. the employee refuses to submit to testing under this policy.

Disciplinary sanctions for violations of this policy may include, but are not limited to:

1. referral to drug and/or alcohol counseling or rehabilitation programs;
2. referral to employee assistance programs;
3. referral to appropriate law enforcement officials for prosecution;
4. removal from safety-sensitive functions;
5. employment actions, up to and including termination of employment; and/or
6. any other form of disciplinary sanction deemed appropriate by the School.

**Drug-Free Awareness Program**

The Superintendent shall establish, as needed, a drug-free awareness program complying with legal requirements. The program shall provide relevant information to employees in the following areas:

1. the dangers of drug use and abuse in the workplace;
2. the School's drug-free workplace policy;
3. counseling, rehabilitation, and other assistance programs available to employees in the community, if any;

4. consequences on employment for violating the School's drug use and abuse prohibitions.

**Employee Responsibility**

The employee shall be responsible for all fees or charges related to drug/alcohol counseling or rehabilitation, if any.

**Tobacco Use**

Smoking and the use of tobacco by employees is prohibited on all School-owned property, in School-owned vehicles, and while supervising students during School-related events. An employee who violates this provision is subject to disciplinary action, up to and including termination from employment.



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Pioneer Technology & Arts Academy does not issue payroll advances or loans to employees.

**Attendance**

Pioneer Technology & Arts Academy (“School”) expects all employees to conduct themselves in a professional manner during their employment. This includes practicing good attendance habits. All employees should regard coming to work on time, working their shift as scheduled, and arriving and leaving at the scheduled time as essential functions of their jobs.

The School has established the following policies for employee attendance:

1. Employees should arrive at work and be at their assigned duty station no later than their scheduled start time.
2. Employees should remain at their duty station unless the needs of the job require being elsewhere or as authorized by their supervisor, except during authorized breaks.
3. Employees should take only the time normally allowed for breaks as authorized by their supervisor.
4. Non-salaried/Non-exempt employees should leave promptly at the end of their scheduled workday, unless given permission by their supervisor to work past that time.
5. Employees should call in and personally notify a supervisor if they will be absent or tardy, unless a verifiable emergency makes it impossible to do so.
6. In addition to any time clock or time-recording system the School may implement, time keeping for non-exempt employees must be done weekly and manually using the School’s approved time sheets.

**Notice of Absence or Tardiness**

Absence or tardiness may be excused under exceptional circumstances, but generally only if an employee provides prior written notice of the need to be absent or tardy. Such advance notice is necessary so that other arrangements can be made to cover the employee’s responsibilities, if necessary.

The Superintendent, the Assistant Principals and the Business Office shall develop procedures concerning employee absence and tardiness. These procedures shall be distributed to all employees.

**Employee Work Schedules**

The Superintendent, the Assistant Principals and the Business office shall see that work schedules are developed and distributed for each position with the School.

**Job Abandonment**

An employee who is absent without notice for three or more consecutive days shall be considered as having abandoned his or her job. The School shall process the employee's work separation as a voluntary resignation without good cause related to the work.

Pioneer Technology & Arts Academy (“School”) values the opinions of all its employees. Employees have the right to express their views through appropriate informal and formal processes.

The Board encourages employees to discuss their concerns and complaints through informal meetings with their Supervisor and/or Campus Assistant Principal. Concerns and complaints should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Neither the Board nor any School employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

The purpose of the grievance process is to resolve conflicts in an efficient and expeditious manner. All employees are entitled to utilize the grievance process, but employees involved in the process are expected to be courteous to one another and adhere to the Code of Ethics and Standard Practices for Texas Educators.

The Superintendent or designee may develop more detailed grievance procedures. The Superintendent or designee shall ensure that the School’s grievance procedures are distributed to all employees. Any grievance procedures shall provide that any grievance may ultimately be considered or heard by the Board of Directors in accordance with Commissioner of Education rules.

### **Informal Conferences**

An employee may request an informal conference through his or her Campus Assistant Principal or Supervisor within 10 days of the time the employee knew or should have known of the event(s) giving rise to the complaint. If the employee is not satisfied with the results of the informal conference, he or she may (1) request a second informal conference with the Superintendent or (2) submit a written grievance form to the Superintendent.

### **Grievances**

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board, as outlined below.

In the event of a problem or dispute with other personnel, students, or parents, an employee may submit a grievance following the process described below.

A grievance must specify the harm alleged by each individual and the remedy sought. An employee is prohibited from bringing separate or serial grievances regarding the same event or action. Multiple grievances may be consolidated at the School's discretion. All time limits shall be strictly complied with unless modified by mutual consent. Costs of any grievance shall be paid by the party incurring them.

**Level One**

An employee shall submit a proper grievance, in writing, to the Campus Assistant Principal within 10 working days of the time the employee knew or should have known of the event(s) giving rise to the complaint. The School reserves the right, upon review of the grievance, to require the grievant to begin the grievance process at Level Two.

The employee's immediate supervisor, Campus Assistant Principal, or other designee will meet with the employee to consider the grievance within 10 working days of receipt of the written grievance. The hearing officer will supply a written response to the employee within 10 working days of the meeting.

**Note: An employee may request to begin the grievance process at Level 3.**

**Level Two**

If the grievance is not resolved to the employee's satisfaction at Level One, or if no written decision is received from the Level One hearing officer within the time allotted, the employee may submit a written appeal to the Superintendent or designee within 10 working days of the deadline for receipt of a decision. The appeal must be specific, reference the law or policy alleged to have been violated or the dissatisfaction raised by the employee, and where possible, suggest a resolution. The Superintendent or designee will meet with the employee to consider the appeal within 10 working days of receipt of the appeal. The Cluster Superintendent or designee will then supply a written response to the employee within 10 working days of the meeting.

**Level Three**

If the matter is still not resolved, the employee may submit a written appeal to the Board of Directors within 10 working days of receipt of the Level Two hearing officer's response, or if no written decision is received from the Level Two hearing officer, no later than within 10 working days of the deadline for receipt of a decision from the Level Two hearing officer. The complaint shall be directed and delivered to the President of the Board of Directors, and shall include a copy of the written complaint to the Level Two hearing officer with his or her response. The Board shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the grievance involves the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the

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employee bringing the grievance, it may be heard by the Directors in closed meeting. However, if the grievance involves a complaint or charge against another School employee or a Director or Officer, it shall be heard in closed meeting unless an open meeting is requested in writing by the employee, Director or Officer against whom the complaint or charge is brought.

The failure of the Board to act on a complaint has the effect of upholding the decision issued at the next lower level.

**Occupational Safety and Health Administration Compliance**

The Superintendent shall ensure that the School complies with all applicable requirements of the Occupational Safety and Health Act (OSHA) in order to reduce dangers to health and safety by creating and maintaining working conditions free from recognized hazards that may cause serious physical injury.

Accordingly, the School shall:

1. Maintain a log of all occupational injuries and illnesses and report such occurrences as required by the OSHA;
2. Post notice of employee protections under the OSHA in the workplace;
3. Post citations issued by the Occupational Safety and Health Administration, if any, at or near the place of the alleged violation and correct workplace hazards in the time allowed; and
4. Furnish all employees a place of employment free from recognized hazards.

**Reporting Employee Injuries**

Any employee suffering an injury or illness that is work-related – no matter how minor – is responsible for immediately reporting that illness or injury to his or her supervisor. The School must report the injury or illness to the appropriate agency.

Once an injury or illness has been reported, an injury report must be completed within 48 hours.

**Reporting Serious Injuries**

Within eight hours after the death of any employee from a work-related incident or the in-patient hospitalization of three or more employees as a result of a work-related accident, the School will orally report the fatality/multiple hospitalization by telephone or in person to the Area Office of the Occupational Safety and Health Administration that is nearest to the site of the incident.

**Reporting Procedures**

The School will utilize the required Occupational Safety and Health Administration forms to document and log each recordable injury or illness. This information will be kept current, maintained accurately, and retained for a period of five years.

**Personal Protective Equipment**

Each campus shall provide personal protective equipment for all employees so they are able to work safely with chemicals.

**Safety Training**

The Superintendent or designee shall provide training to employees on hazards and related matters as required by the OSHA.

**General Safety**

All employees are expected to work in a safe and prudent manner abiding by all safety related School policies and procedures

Lighted candles or open flames are not permitted for any purpose in the School, except when related to an approved lesson plan. Pyrotechnics in School buildings or on School grounds are strictly prohibited.

**Asbestos Management Plan**

The School shall utilize the services of an accredited management planner to develop an asbestos management plan for each campus. A copy of the management plan shall be kept in the Central Office and be made available for inspection during normal business hours.

**Pest Control Treatment**

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

Notices of planned pest control treatment will be posted in School facilities 48 hours before the treatment begins. Individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written or electric means.

Employees should immediately report any evidence of pest activity to School administrators.

**Clean Air Act**

In compliance with the Clean Air Act, the School shall use only licensed technicians to service and replace air conditioning and refrigeration equipment.

**Hazard Communication Act**

To the extent that the requirements of OSHA do not apply to the School, the School shall comply with the Texas Hazard Communication Act, Health and Safety Code Chapter 502.



**Employee Searches**

Pioneer Technology & Arts Academy (“School”) reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of School and individual property, possession of drugs, alcohol, or other prohibited items. “Prohibited items” include illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription; weapons; any items of an obscene, harassing, demeaning, or violent nature; and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. “Control” means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. In addition to School premises, the School may search employees, their work areas, lockers, personal vehicles if driven or parked on School property, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers.

**No Expectation of Privacy**

There is no general or specific expectation of privacy in the School’s workplace, either on School property or while on duty. In general, employees should assume that what they do while on duty or on School property is not private. All employees and all of the areas listed above are subject to search at any time. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show and possibly turn over to School officials and/or law enforcement authorities.

**Lockers and Other Storage Areas**

If an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, the School will either furnish the lock and keep a copy of the key or combination or allow the employee to furnish a personal lock. If the employee uses a personal lock, he or she must provide a copy of the key or combination to the School.

**Applicability of Policy**

All School employees are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be done on a random basis or based upon reasonable suspicion. “Reasonable suspicion” means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item, as defined above.

Any search under this policy will be done in a manner protecting employee privacy, confidentiality, and personal dignity to the greatest extent possible. The School will respond severely to any unauthorized release of information concerning individual employees.

No employee will ever be physically forced to submit to a search. However, an employee who refuses to submit to a search request by the School will face disciplinary action, up to and possibly including immediate termination of employment.

**Video Surveillance**

In order to promote the safety of the School's employees, students, and visitors, as well as the security of its facilities, the School may conduct video surveillance of any portion of its premises at any time. The only areas excepted from video surveillance are private areas of restrooms, showers, and dressing rooms. All video cameras will be positioned in appropriate places in and around the School buildings and used to promote the safety and security of people and property.

## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 – PERSONNEL**

#### **NOTIFICATION OF ARRESTS, INDICTMENTS, CONVICTIONS, AND OTHER ADJUDICATIONS** PG-4.9.1

##### **Notification of Arrests, Indictments, Convictions, and Other Adjudications**

A Pioneer Technology & Arts Academy (“School”) employee shall notify his or her Assistant Principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, guilty or no contest plea, or other adjudication of the employee for any felony offense or misdemeanor offense involving moral turpitude and/or:

1. crimes involving School property or funds;
2. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. crimes that occur wholly or in part on School property or at a School-sponsored or School-related activity; or
4. crimes involving moral turpitude, which include:
  - (a) dishonesty, fraud, deceit, theft, misrepresentation;
  - (b) deliberate violence;
  - (c) base, vile or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - (d) acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct; or
  - (e) acts constituting abuse under the Texas Family Code.

**Notice to Parents – Qualifications**

The Superintendent or designee shall provide to the parent or guardian of each student enrolled in Pioneer Technology & Arts Academy (“School”) written notice of the qualifications of each teacher employed by the School.

Additionally, the Superintendent or designee shall, at the beginning of each school year, notify the parents of each student attending the School that the parents may request, and the School shall provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student’s classroom teachers, including, at a minimum, the following:

1. whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived;
3. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. whether the child is provided services by paraprofessionals and, if so, their qualifications.

The School shall also provide to each individual parent timely notice that the parent’s child has been assigned or has been taught for four or more consecutive weeks by a teacher who is not highly qualified.

**Highly Qualified Status**

Pursuant to the No Child Left Behind Act of 2001, the School shall ensure that all teachers teaching in a program supported with funds under Title I are highly qualified as required by applicable law.

**Paraprofessional Employees**

**Title I Program**

The School shall ensure that all paraprofessionals working in a program supported with Title I assistance shall:

Duties

1. Be assigned only duties consistent with the following:
  - a. providing one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher;
  - b. assisting with classroom management, such as organizing instructional and other materials;
  - c. providing assistance in a computer laboratory;
  - d. conducting parental involvement activities;
  - e. providing support in a library or media center;
  - f. acting as a translator; or
  - g. providing instructional services to students, so long as the paraprofessional is:
    - i. working under the direct supervision of a highly qualified teacher; and
    - ii. assuming limited duties that are assigned to similar personnel who are not working in a program supported with Title I funds.

High School Diploma

2. Have earned a secondary school diploma or its recognized equivalent.

Higher Education or Competency Test

3. If hired after January 8, 2002, have one of the following credentials:
  - a. completed at least 2 years of study at an institution of higher education;
  - b. obtained an associate (or higher) degree; or
  - c. met a rigorous standard of quality and can demonstrate, through a formal, state or local, academic assessment:
    - (1) knowledge of and the ability to assist in instructing reading, writing, and mathematics; or
    - (2) knowledge of and the ability to assist in instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

A high school diploma does not satisfy the formal academic assessment requirement.

Exceptions

The Higher Education or Competency Test requirements above shall not apply to a paraprofessional:

1. who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in programs under Title I, Part A by acting as a translator; or
2. whose duties consist solely of conducting parental involvement activities.

20 U.S.C. 6319

**Access to Employee Records**

Custodians of personnel records shall adhere to the requirements of the Texas Public Information law.

Information in a personnel file is excepted from the requirements of the Public Information Law if the disclosure would constitute a clearly unwarranted invasion of personal privacy.

A School employee shall choose whether to allow public access to information in the School's custody that relates to the employee's home address, home telephone number, or Social Security number, or that reveals whether the person has family members. Gov't Code 552.024, 552.102(a). The Superintendent shall develop procedures for employees to opt-out of having the above information released.

**Employee Right of Access**

All information in the personnel file of a School employee shall be made available to that employee or the employee's designated representative as public information is made available under the Public Information Law. An employee or an employee's authorized representative has a special right of access, beyond the right of the general public, to information held by the School that relates to the employee and that is protected from public disclosure by laws intended to protect the employee's privacy interests. The School may assert as grounds for denial of access other provisions of the Public Information Law or other laws that are not intended to protect the accessing employee's privacy interests.

**Personnel Duties**

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

**Posting Vacancies**

The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies, which shall advance the commitment of Pioneer Technology & Arts Academy (“School”) to equal opportunity employment and to recruit well-qualified candidates. Current School employees may apply for any vacancy for which they qualify.

**Applications**

All applicants shall complete the application form supplied by the School. Information on applications shall be confirmed before hiring or as soon as possible thereafter.

**New Hires**

**I-9 Forms**

The Superintendent or designee shall ensure that an employee properly completes section 1 (“Employee Information and Verification”) on Form I-9 at the time of hire.

The School must verify employment eligibility, pursuant to the Immigration Reform and Control Act, complete and keep on file Form I-9 by the following dates:

1. Within three business days of hiring. If the School hires an individual for employment for a duration of less than three business days, the Superintendent or designee must verify employment at the time of hire.

When the School rehires an individual, the Superintendent or designee may, in lieu of completing a new I-9, inspect a previously completed I-9 executed within three years of the date of rehire, to determine whether the individual is still eligible to work.

2. For an individual whose employment authorization expires, not later than the date of expiration.

8 CFR 274a.2.

**New Hire Reporting**

The School shall furnish to the Directory of New Hires (Texas Attorney General's Office) a report that contains the name, address, and social security number of each newly hired employee. The report shall also contain the School's name, address, and employer identification number.

The School may also provide, at its option, the employee's date of hire, date of birth, expected salary or wages, and the School's payroll address for mailing of notice to withhold child support.

The School shall report new hire information on a Form W-4 or an equivalent form, by first class mail, telephonically, electronically, or by magnetic media, as determined by the School and in a format acceptable to the attorney general.

**Deadline**

New hire reports are due:

1. Not later than 20 calendar days after the date the School hires the employee; or
2. In the case of the School transmitting reports magnetically or electronically, by two monthly transmissions (if necessary) not less than 12 days nor more than 16 days apart.

New hire reports shall be considered timely if postmarked by the due date or, if filed electronically, upon receipt by the agency. Family Code 234.101–.105; 1 TAC 55, Subch. I.

**Exit Interviews and Exit Reports**

An exit interview shall be conducted, if possible, and an exit report shall be prepared for every employee who leaves employment with the School.

**Social Security Numbers**

It shall be unlawful for the School to deny to any individual any right, benefit, or privilege provided by law because of the individual's refusal to disclose his or her social security number.

**Exceptions**

The above provision does not apply to:



1. Any disclosure that is required by federal statute. The United States Internal Revenue Code provides that the social security number issued to an individual for purposes of federal income tax laws shall be used as the identifying number for taxpayers;
2. Any disclosure to the School maintaining a system of records in existence and operating before January 1, 1975, if such disclosure was required under statute or regulation adopted before such date to verify the identity of an individual; or
3. Any use for the purposes of establishing the identity of individuals affected by any tax, general public assistance, driver's license, or motor vehicle registration law within the School's jurisdiction.

**Statement of Uses**

Upon disclosing an employee's social security number, the School shall inform that employee whether the disclosure is mandatory or voluntary, by what statutory authority such number is solicited, and what uses will be made of it.

**Nondiscrimination in General**

Pioneer Technology & Arts Academy (the “School”) shall not fail or refuse to hire or discharge any individual or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment on the basis of any of the following protected characteristics:

1. Race, color, or national origin;
2. Sex;
3. Religion;
4. Age (applies to individuals who are 40 years of age or older);
5. Disability; or
6. Genetic information.

42 U.S.C. 1981; 42 U.S.C. 2000e et seq. (Title VII); 20 U.S.C. 1681 et seq. (Title IX); 42 U.S.C. 12111 et seq. (Americans with Disabilities Act); 29 U.S.C. 621 et seq. (Age Discrimination in Employment Act); 29 U.S.C. 793, 794 (Rehabilitation Act); 42 U.S.C. 2000ff et seq. (Genetic Information Nondiscrimination Act); U.S. Const. Amend. I; Human Resources Code 121.003(f); Labor Code Chapter 21 (Texas Commission on Human Rights Act); Labor Code Chapter 21, Subchapter H (genetic information).

**Job Qualification**

The School may take employment actions based on religion, sex, national origin, or age in those certain instances where religion, sex, national origin, or age is a bona fide occupational qualification. 42 U.S.C. 2000e-2(e); 29 U.S.C. 623(f); Labor Code 21.119.

**Employment Postings**

The School shall not print or publish any notice or advertisement relating to school employment that indicates any preference, limitation, specification, or discrimination based on race, color, religion, sex, or national origin, unless the characteristic is a bona fide occupational qualification. 42 U.S.C. 2000e-3(b); Labor Code 21.059.

**Harassment of Employees**

The School shall maintain a working environment free of harassment on the basis of a protected characteristic. 42 U.S.C. 2000e et seq.; 29 CFR 1606.8(a), 1604.11.

**Retaliation**

The School may not discriminate against any employee or applicant for employment because the employee or applicant has opposed any unlawful, discriminatory employment practices or participated in the investigation of any complaint related to an unlawful, discriminatory employment practice. 29 U.S.C. 623(d) (ADEA); 42 U.S.C. 2000e-3(a) (Title VII); 34 CFR 100.7(e) (Title VI); 34 CFR 110.34 (Age Act); 42

U.S.C. 12203 (ADA); Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005) (Title IX); Labor Code 21.055.

**Notices**

The Superintendent or designee shall post in conspicuous places upon its premises a notice setting forth the information the Equal Employment Opportunity Commission deems appropriate to effectuate the purposes of the anti-discrimination laws. 29 U.S.C. 627; 42 U.S.C. 2000e-10.

**Section 504 Notice**

The Superintendent or designee shall take appropriate steps to notify applicants and employees, including those with impaired vision or hearing, that the School does not discriminate on the basis of disability.

The notice shall state:

1. that the School does not discriminate in employment in its programs and activities; and
2. the identity of the School's 504 coordinator.

Methods of notification may include:

1. posting of notices;
2. publication in newspapers and magazines;
3. placing notices in School publications; and
4. distributing memoranda or other written communications.

If the School publishes or uses recruitment materials containing general information that it makes available to applicants or employees, it shall include in those materials a statement of its non-discrimination policy. 34 CFR 104.8.

**Age Discrimination**

The School may take an employment action on the basis of age pursuant to a bona fide seniority system or a bona fide employee benefit plan. However, a bona fide employee benefit plan shall not excuse the failure to hire any individual and no such benefit plan shall require or permit the involuntary retirement of any individual because of age. 29 U.S.C. 623(f); Labor Code 21.102.

### **Sex Discrimination**

#### **Gender Stereotypes**

The School may not evaluate employees by assuming or insisting that they match the stereotype associated with their group. *Price Waterhouse v. Hopkins*, 490 U.S. 228 (1989).

#### **Pregnancy**

The School shall treat women affected by pregnancy, childbirth, or related medical conditions the same for all employment-related purposes, including receipt of benefits under fringe benefit programs. 42 U.S.C. 2000e(k); 29 CFR 1604.10; Labor Code 21.106.

#### **Equal Pay**

The School may not pay an employee at a rate less than the rate paid to employees of the opposite sex for equal work on jobs the performance of which require equal skill, effort, or responsibility and which are performed under similar working conditions. This rule does not apply if the payment is pursuant to a seniority system, a merit system, a system that measures earnings by quantity or quality of production, or a differential based on any other factor other than sex. 29 U.S.C. 206(d); 34 CFR 106.54.

### **Religious Discrimination**

The prohibition against discrimination on the basis of religion includes all aspects of religious observances and practice, as well as religious belief, unless the School demonstrates that it is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship to the School's business. "Undue hardship" means more than a de minimus (minimal) cost. 42 U.S.C. 2000e(j); 29 CFR 1605.2; Labor Code 21.108.

The School may not substantially burden an employee's free exercise of religion, unless the burden is in furtherance of a compelling governmental interest and is the least restrictive means of furthering that interest. Civ. Prac. & Rem. Code 110.003.

### **Disability Discrimination**

The School may not discriminate against a qualified individual on the basis of disability in job application procedures, hiring, advancement, or discharge of employees, compensation, job training, and other terms, conditions, and privileges of employment. 42 U.S.C. 12112(a), 12201(g); 29 U.S.C. 794(a); Labor Code 21.051, 21.105

The School must take positive efforts, if it receives assistance under the Individuals with Disabilities Education Act (IDEA), to employ and advance in employment qualified individuals with disabilities in programs assisted by the IDEA.  
34 CFR 300.177(b).

**Discrimination Based on Lack of Disability**

The Americans with Disabilities Act (ADA) and the Texas Commission on Human Rights Act do not provide a basis for a claim that an individual was subject to discrimination because of the individual's lack of disability. 42 U.S.C. 12201(g); Labor Code 21.005(c).

**Definition of Disability**

"Disability" means a physical or mental impairment that substantially limits one or more of an individual's major life activities, a record of having such an impairment, or being regarded as having such an impairment.

The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures, such as medication, medical supplies, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics, hearing aids, mobility devices, oxygen therapy, assistive technology, or learned behavioral or adaptive neurological modifications.

An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

An individual meets the requirement of being "regarded as" having an impairment if the individual establishes that he or she has been subjected to a prohibited action because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity. However, this provision does not apply to impairments that are transitory or minor. A transitory impairment is one with an actual or expected duration of six months or less. 42 U.S.C. 12102(1), (3), (4); 29 CFR 1630.2(g); Labor Code 21.002, 21.0021.

## **Other Definitions**

### Major Life Activities

“Major life activities” include caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. “Major life activity” also includes the operation of major bodily functions, including functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. 42 U.S.C. 12102(2); Labor Code 21.002

### Qualified Individual

“Qualified individual” means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or desires. A written job description prepared before advertising or interviewing applicants for the job is evidence of the job’s essential functions. 42 U.S.C. 12111(8).

## **Reasonable Accommodations**

The School shall make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability, unless the School can demonstrate that the accommodation would impose an undue hardship on the operation of the School. 42 U.S.C. 12112(b)(5); 29 CFR 1630.9; 29 U.S.C. 794; 34 CFR 104.11; Labor Code 21.128.

“Reasonable accommodation” includes:

1. making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and
2. job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

42 U.S.C. 12111(9); 29 CFR 1630.2(o); 34 CFR 104.12(b).

“Undue hardship” means an action requiring significant difficulty or expense when considered in light of the nature and cost of the accommodation needed, overall financial resources of the affected facility and the School, and other factors set out in law. 42 U.S.C. 12111(10); 29 CFR 1630.2(p); 34 CFR 104.12(c).

**Discrimination Based on Relationship**

The School shall not exclude or deny equal jobs or benefits to, or otherwise discriminate against, a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a family, business, social, or other relationship or association. 42 U.S.C. 12112(b)(4); 29 CFR 1630.8; 34 CFR 104.11.

**Illegal Drugs and Alcohol**

The term “qualified individual with a disability” does not include any employee or applicant who is currently engaging in the illegal use of drugs, when the School acts on the basis of such use.

**Drug Testing**

The School is not prohibited from conducting drug testing of employees and applicants for the illegal use of drugs or making employment decisions based on the results of such tests. 42 U.S.C. 12114(c), (d); Labor Code 21.002(6)(A).

**Alcohol Use**

The term “qualified individual with a disability” does not include an individual who is an alcoholic and whose current use of alcohol prevents the employee from performing the duties of his or her job or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others. 42 U.S.C. 12114(a); 29 U.S.C. 705(20)(C); 29 CFR 1630.3(a); 28 CFR 35.104; Labor Code 21.002(6)(A).

**Qualification Standards**

**Direct Threat to Health or Safety**

As a qualification standard, the School may require that an individual not pose a direct threat to the health or safety of other individuals in the workplace. “Direct threat” means a significant risk to the health or safety of the individual or others that cannot be eliminated by reasonable accommodation. 42 U.S.C. 12111(3); 29 CFR 1630.2(r); Labor Code 21.002(6)(B).

**Vision Standards and Tests**

The School shall not use qualification standards, employment tests, or other selection criteria based on an individual’s uncorrected vision unless the standard, test, or other selection criteria, as used by the School, is shown to be job-related for the position in question and consistent with business necessity. 42 U.S.C. 12113(c); Labor Code 21.115(b).

**Communicable Diseases**

The School may refuse to assign or continue to assign an individual to a job involving food handling if the individual has an infectious or communicable disease that is transmitted to others through handling of food. 42 U.S.C. 12113(d); 29 U.S.C. 705(20)(D); 29 CFR 1630.16(e); Labor Code 21.002(6)(B).

**Military Service**

The School shall not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of membership in a uniformed service, performance in a uniformed service, application for uniformed service, or obligation to a uniformed service. The School shall not take adverse employment action or discriminate against any person who takes action to enforce protections afforded by the Uniformed Services Employment and Re-employment Rights Act (USERRA). 38 U.S.C. 4311.

**Grievance Policies**

The Superintendent shall provide grievance procedure(s) concerning the following:

**Section 504**

the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act 34 CFR 104.7(b), 104.11;

**Americans with Disabilities Act**

the prompt and equitable resolution of complaints alleging any action prohibited by the Americans with Disabilities Act 28 CFR 35.107, 35.140;

**Title IX**

the prompt and equitable resolution of employee complaints alleging any action prohibited by Title IX 34 CFR 106.8(b); *North Haven Board of Education v. Bell*, 456 U.S. 512 (1982).

**Compliance Coordinator**

The School shall designate at least one employee to coordinate its efforts to comply with Title IX, Section 504, the Age Act, and the ADA. The Superintendent shall notify all employees of the name, office address, and telephone number of the employee(s) so designated. 34 CFR 104.7(b), 104.11; 28 CFR 35.107, 35.140; 34 CFR 106.8(b).



**Definitions**

For the purpose of the Genetic Information Nondiscrimination Act (GINA), “genetic information” means information about:

1. an individual’s genetic tests;
2. the genetic tests of that individual’s family members;
3. the manifestation of disease or disorder in family members of the individual (family medical history);
4. an individual’s request for or receipt of genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or
5. the genetic information of a fetus carried by an individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology.

“Genetic information” **does not include** information about the sex or age of the individual, the sex or age of family members, or information about the race or ethnicity of the individual or family members that is not derived from a genetic test.

“Genetic test” means an analysis of human DNA, RNA, chromosomes, proteins, or metabolites that detects genotypes, mutations, or chromosomal changes. Genetic tests include, for example:

1. a test to determine whether someone has the BRCA1 or BRCA2 variant evidencing a predisposition to breast cancer, a test to determine whether someone has a genetic variant associated with hereditary nonpolyposis colon cancer, and a test for a genetic variant for Huntington’s Disease;
2. carrier screening for adults using genetic analysis to determine the risk of conditions such as cystic fibrosis, sickle cell anemia, spinal muscular atrophy, or fragile X syndrome in future offspring;
3. amniocentesis and other evaluations used to determine the presence of genetic abnormalities in a fetus during pregnancy;
4. newborn screening analysis that uses DNA, RNA, protein, or metabolite analysis to detect or indicate genotypes, mutations, or chromosomal changes, such as a test for PKU performed so that treatment can begin before a disease manifests;
5. pre-implantation genetic diagnosis performed on embryos created using in vitro fertilization;

6. pharmacogenetic tests that detect genotypes, mutations, or chromosomal changes that indicate how an individual will react to a drug or a particular dosage of a drug;
7. DNA testing to detect genetic markers that are associated with information about ancestry; and
8. DNA testing that reveals family relationships, such as paternity.

Examples of tests or procedures that are not genetic tests are:

1. an analysis of proteins or metabolites that does not detect genotypes, mutations, or chromosomal changes;
2. a medical examination that tests for the presence of a virus that is not composed of human DNA, RNA, chromosomes, proteins, or metabolites;
3. a test for infectious and communicable diseases that may be transmitted through food handling;
4. complete blood counts, cholesterol tests, and liver-function tests.

A test for the presence of alcohol or illegal drugs is not a genetic test. However, a test to determine whether an individual has a genetic predisposition for alcoholism or drug use is a genetic test.

### **Notices**

The Superintendent or designee shall post in conspicuous places on school premises, where notices to employees and applicants for employment are customarily posted, a notice setting forth excerpts from or summaries of the pertinent provisions of the GINA regulation and information pertinent to the filing of a complaint.

### **Prohibited Practices**

#### **Discrimination**

Pioneer Technology & Arts Academy (the “School”) shall not discriminate against an individual on the basis of genetic information in regard to hiring, discharge, compensation, or terms, conditions, or privileges of employment.

#### **Retaliation**

The School shall not discriminate against an individual because the individual has opposed any act or practice made unlawful by GINA or because the individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under GINA.

**Acquisition**

Except as set forth below or otherwise provided in the GINA regulations, the School shall not request, require, or purchase genetic information of an individual or family member of the individual.

“Request” includes:

1. conducting an Internet search on an individual in a way that is likely to result in the School’s obtaining genetic information;
2. actively listening to third-party conversations or searching an individual’s personal effects for the purpose of obtaining genetic information; and
3. making requests for information about an individual’s current health status in a way that is likely to result in the School’s obtaining genetic information.

**Disclosure**

Except as set forth in the GINA regulations, the School shall not disclose the genetic information of an employee, regardless of how the School obtained the information.

**Manifested Condition**

The School shall not be considered to be in violation of the GINA regulations based on the use, acquisition, or disclosure of medical information about a manifested disease, disorder, or pathological condition of an employee, even if the disease, disorder, or pathological condition has or may have a genetic basis or component. However, genetic information about a manifested disease, disorder, or pathological condition is subject to the requirements and prohibitions of GINA.

“Manifestation” or “manifested” means, with respect to a disease, disorder, or pathological condition, that an individual has been or could reasonably be diagnosed with the disease, disorder, or pathological condition by a health-care professional with appropriate training and expertise in the field of medicine involved. A disease, disorder, or pathological condition is not manifested if the diagnosis is based principally on genetic information.

**Inadvertent Acquisition**

The general prohibition against requesting, requiring, or purchasing genetic information does not apply where the School inadvertently requests or requires genetic information of the individual or family member of the individual. This exception applies in situations where a manager or supervisor learns genetic information about an individual by:

1. Overhearing a conversation between the individual and others.
2. Receiving the information during a casual conversation, including in response to an ordinary expression of concern that is the subject of the conversation.

- This exception does not apply where a supervisor follows up with questions that are probing in nature, such as whether other family members have the condition or whether the individual has been tested for the condition, because the supervisor or official should know that these questions are likely to result in the acquisition of genetic information.
3. Receiving unsolicited information (e.g., where a supervisor receives an unsolicited e-mail about the health of an employee’s family member from a co-worker).
  4. Accessing a social media platform that the supervisor was given permission to access by the creator of the profile at issue (e.g., a supervisor and employee are connected on a social networking site and the employee provides family medical history on his page).

**Requests for Medical Information**

If the School acquires genetic information in response to a lawful request for medical information, the acquisition of genetic information will not generally be considered inadvertent unless the School directs the individual and/or health-care provider from whom it requested medical information not to provide genetic information.

Situations involving lawful requests for medical information include, for example:

1. Requests for documentation to support a request for reasonable accommodation under federal, state, or local law;
2. Requests for medical information as required, authorized, or permitted by federal, state, or local law, such as where an employee requests leave under the Family and Medical Leave Act (FMLA) to attend to the employee’s own serious health condition or where an employee complies with the FMLA’s employee return to work certification requirements; or
3. Requests for documentation to support leave that is not governed by federal, state, or local laws requiring leave, as long as the documentation required to support the request otherwise complies with the requirements of the Americans with Disabilities Act (ADA) and other laws limiting the School’s access to medical information.

**SAFE HARBOR**

Any receipt of genetic information in response to a request for medical information shall be deemed inadvertent if the School uses language such as the following:

“The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically

allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. ‘Genetic information,’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and the genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.”

The School’s failure to give such a notice or to use this or similar language will not prevent the School from establishing that a particular receipt of genetic information was inadvertent if the request for medical information was not likely to result in the School’s obtaining genetic information (for example, where an overly broad response is received in response to a tailored request for medical information).

### **Employment Examinations**

The prohibition on acquisition of genetic information applies to medical examinations related to employment. The School shall tell health-care providers not to collect genetic information, including family medical history, as part of a medical examination intended to determine the ability to perform a job.

### **Remedial Measures**

The School shall take additional reasonable measures within its control if it learns that genetic information is being requested or required in medical examinations related to employment. Such reasonable measures may depend on the facts and circumstances under which a request for genetic information was made, and may include no longer using the services of a health-care professional who continues to request or require genetic information during medical examinations after being informed not to do so.

### **Health or Genetic Services**

The general prohibition against requesting, requiring, or purchasing genetic information does not apply where the School offers health or genetic services, including services offered as part of a voluntary wellness program if the conditions at 29 CFR 1635.8(b)(2) are met.

The School may not offer a financial inducement for individuals to provide genetic information but may offer financial inducements for completion of health risk assessments that include questions about family medical history or other genetic information. The School shall make clear, in language reasonably likely to be understood by those completing the health risk assessment, that the inducement will be made available whether or not the participant answers questions regarding genetic information.

The School may offer financial inducements to encourage individuals who have voluntarily provided genetic information (e.g., family medical history) that indicates that they are at increased risk of acquiring a health condition in the future to participate in disease management programs or other programs that promote healthy lifestyles, and/or to meet particular health goals as part of a health or genetic service. However, the School must also offer these programs to individuals with current health conditions and/or to individuals whose lifestyle choices put them at increased risk of developing a condition.

### **Leave Requests**

The general prohibition against requesting, requiring, or purchasing genetic information does not apply where the School requests family medical history to comply with the certification provisions of the FMLA or state or local family and medical leave laws, or pursuant to a policy (even in the absence of requirements of federal, state, or local leave laws) that permits the use of leave to care for a sick family member and that requires all employees to provide information about the health condition of the family member to substantiate the need for leave.

### **Publicly Available Information**

The general prohibition against requesting, requiring, or purchasing genetic information does not apply where the School acquires genetic information from documents that are commercially and publicly available for review or purchase, including newspapers, magazines, periodicals, or books, or through electronic media, such as information communicated through television, movies, or the Internet, except that this exception does not apply to:

1. Medical databases, court records, or research databases available to scientists on a restricted basis;
2. Genetic information acquired through sources with limited access, such as social networking sites and other media sources which require access permission from a specific individual or where access is conditioned on membership in a particular group, unless the School can show that access is routinely granted to all who request it;
3. Genetic information obtained through commercially and publicly available sources if the School sought access to those sources with the intent of obtaining genetic information; or
4. Genetic information obtained through media sources, whether or not commercially and publicly available, if the School is likely to acquire genetic information by accessing those sources, such as Web sites and online discussion groups that focus on issues such as genetic testing of individuals and genetic discrimination.

**Workplace Monitoring**

The general prohibition against requesting, requiring, or purchasing genetic information does not apply where the School acquires genetic information for use in the genetic monitoring of the biological effects of toxic substances in the workplace. Such monitoring must meet the criteria at 29 CFR 1635.8(b)(5).

**Inquiries Made of Family Members**

The School does not violate the GINA regulations when it requests, requires, or purchases information about a manifested disease, disorder, or pathological condition of an employee whose family member is also employed by the School or who is receiving health or genetic services on a voluntary basis. For example, the School does not violate the GINA regulations by asking someone whose sister also works for the School to take a post-offer medical examination that does not include requests for genetic information.

**Confidentiality**

The Superintendent or designee shall maintain genetic information in writing about an employee on forms and in medical files (including where the information exists in electronic forms and files) that are separate from personnel files. The School must treat such information as a confidential medical record. The School may maintain genetic information about an employee in the same file in which it maintains confidential medical information under the ADA.

Genetic information placed in personnel files before November 21, 2009, need not be removed. The School will not be liable under the GINA regulations for the mere existence of the information in the file. However, the prohibitions on use and disclosure of genetic information apply to all genetic information that meets the statutory definition, including genetic information requested, required, or purchased before November 21, 2009.

Genetic information that the School receives orally need not be reduced to writing but may not be disclosed, except as permitted by 29 CFR part 1635.

Genetic information that the School acquires through sources that are commercially and publicly available, as provided by 29 CFR 1635.8(b)(4), is not considered confidential genetic information but may not be used to discriminate against an individual.

**Disclosure Permitted**

The School may disclose genetic information, regardless of how such information was obtained (except for genetic information acquired through commercially and publicly available sources), as follows:

1. To the employee (or family member if the family member is receiving genetic services) about whom the information pertains upon receipt of the employee's written request.
2. To an occupational or other health researcher if the research is conducted in compliance with the regulations and protections at 45 CFR part 46.
3. In response to an order of a court. The School may disclose only the genetic information expressly authorized by the order. If the order was secured without the knowledge of the employee to whom the information refers, the School shall inform the employee of the order and any genetic information that was disclosed pursuant to the order.
4. To government officials investigating compliance with Title II of GINA if the information is relevant to the investigation.
5. To the extent the information is disclosed in support of an employee's compliance with the certification provisions of the FMLA or certification requirements under state family and medical leave laws.
6. To a federal, state, or local public health agency, only with regard to information about the manifestation of a disease or disorder that concerns a contagious disease that presents an imminent hazard of death or life-threatening illness, provided that the individual whose family member is the subject of the disclosure is notified of such disclosure.

**Relationship to HIPAA Privacy Regulations**

The GINA regulations do not apply to the use or disclosure of genetic information that is protected health information subject to regulation under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).



**Family and Medical Leave**

The Family and Medical Leave Act (FMLA) provides eligible employees with unpaid leave for certain family and medical reasons during a 12-month period. During this leave, 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, employees generally have the right to return to the same or an equivalent position, equivalent pay, benefits and working conditions.

**Employment Eligibility Criteria**

An “eligible employee” is one who:

1. has been employed by Pioneer Technology & Arts Academy (“School”) for at least 12 months (which need not be consecutive);
2. has been employed by the School for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
3. works at a School facility where at least 50 employees are employed within 75 miles.

**Events Entitling Employees to FMLA Leave**

An eligible employee shall be entitled to FMLA leave for one or more of the following:

1. birth of a son or daughter of the employee and to care for the newborn child;
2. placement of a son or daughter with the employee for adoption or foster care;
3. care for the employee’s spouse, son or daughter, or parent with a serious health condition.
4. a serious health condition that makes the employee unable to perform the functions of his or her position.
5. any Qualified Exigency (defined below) arising out of the fact that the employee’s spouse, son or daughter, or parent 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.

**Service Member FMLA Leave**

An employee may be eligible for Service Member Family Leave to care for a spouse, child, parent or next of kin who is on active duty or a member of the Armed Forces Temporary Disability Retired List and who is recovering from a serious injury or illness incurred in the line of duty.

**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 personnel 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. (Does not include an employee's spouse, child or parent who is on the Permanent Disabled Retired List or Active Duty Military).

An employee may also be granted Qualifying Exigency FMLA leave if the School and employee agree that the leave qualifies as an exigency and agree to the timing and duration of the leave.

*Certification of Leave*

The first time an employee requests Qualifying Exigency leave, the School 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 School 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 eligible 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.

With respect to both Qualified Exigency and Service Member Family leave, eligible 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 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.

**Maximum Amount of FMLA Leave Within a 12-Month Period**

Except in the case of Service Member Family Leave, as described above, an eligible employee is entitled to up to 12 workweeks of leave during a 12-month period.

A husband and wife who are employed by the School and are both eligible for FMLA leave may be limited to a combined total of 12 workweeks of leave during any 12-month period if the leave is taken for birth of the employee’s son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee’s parent 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 12 workweeks per person.

**Determining the 12-Month Period**

Except with respect to military caregiver leave, the School utilizes a fixed 12-month “leave year” beginning on the first calendar day of the school year or an employee’s anniversary date to determine the “12-month period” in which the 12 workweeks of leave entitlement occurs shall use the following method for determining the “12-month period” in which the 12 workweeks of leave entitlement occurs:

**Summer Vacation and Other Extended Breaks**

If the School’s activity temporarily ceases and employees generally are not expected to report for work for one or more weeks – e.g., a school closing for Spring Break or for the Christmas/New Year holiday – those days do not count against an employee’s FMLA leave entitlement. Similarly, the time during summer vacation when the employee is not required to report to work does not count against the employee’s FMLA leave entitlement.

**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 employee may take leave intermittently, or on a reduced leave schedule, only if the School agrees.

#### **Transfer to an Alternative Position**

If an employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the School 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 School must account for intermittent or reduced schedule leave using an increment no greater than the shortest period of time that the School uses to account for use of other forms of leave, provided the increment is not greater than one hour.

#### **Special Rules for Instructional Employees**

Special rules affect leave taken intermittently or on a reduced schedule or taken near the end of an academic term (semester) by instructional employees.

"Instructional employees" are those whose principal 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 principal job 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 School may require the employee to take leave of a particular duration or to transfer temporarily to an alternative position. Alternatively, the School may require the employee to delay the taking of leave until the notice provision is met.

*Twenty Percent 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 School may require the employee to choose:

1. to take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
2. 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 School 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 School may in certain cases require the employee to take leave until the end of the semester.

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

If the School 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 the employee's FMLA leave entitlement. Any additional leave required by the School to the end of the semester is not counted as FMLA leave; however, the School 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 School may require an instructional employee to continue taking leave until the end of the semester if:

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

*During the Last Five Weeks of the Semester*

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

1. 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;
2. The leave will last more than two weeks; and
3. 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 School 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.

**Substitution of Paid Leave Time**

Generally, FMLA leave is unpaid leave. However, an employee may choose to substitute accrued paid leave for unpaid FMLA leave. If an employee does not choose to substitute accrued paid leave, the School may require the employee to do so. The term "substitute" means that the paid leave provided by the School, and accrued pursuant to established

policies of the School, will run concurrently with the unpaid FMLA leave. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the School's normal leave policy.

### **FMLA and Workers' Compensation**

A serious health condition may result from injury to the employee "on or off" the job. If the School designates the leave as FMLA leave, the leave counts against the employee's FMLA leave entitlement. Because the workers' compensation absence is not unpaid, neither the employee nor the School may require the substitution of paid leave. However, the School and an employee may agree, where state law permits, to have paid leave supplement workers' compensation benefits.

If the health-care provider treating the employee for the workers' compensation injury certifies that the employee is able to return to a "light duty job" but is unable to return to the same or equivalent job, the employee may decline the School's offer of a "light duty job." As a result, the employee may lose workers' compensation payments, but is entitled to remain on unpaid FMLA leave until the employee's FMLA leave entitlement is exhausted. As of the date workers' compensation benefits cease, the substitution provision becomes applicable and either the employee may elect or the School may require the use of accrued paid leave.

### **Maintenance of Health Benefits**

During any FMLA leave, the School must maintain the employee's coverage under any group health plan on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

An employee may choose not to retain group health plan coverage during FMLA leave. However, when the employee returns from leave, the employee is entitled to be reinstated on the same terms as before taking leave without any qualifying period, physical examination, exclusion of pre-existing conditions, and the like.

#### **Payment of Premiums**

During FMLA leave, the employee must continue to pay his or her share of group health plan premiums. If premiums are raised or lowered, the employee would be required to pay the new premium rates.

#### **Failure to Pay Premiums**

Unless the School has an established policy providing a longer grace period, the School's obligations to maintain health insurance coverage cease if an employee's premium payment is more than 30 days late. In order to terminate the employee's coverage, the School must provide written notice to the employee that the payment

has not been received. Such notice must be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless the payment has been received by that date. Coverage for the employee may be terminated at the end of the 30-day grace period, if the required 15-day notice has been provided.

Upon the employee's return from FMLA leave, the School must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed. The employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage.

#### **Recovery of Benefit Cost**

If an employee fails to return to work after FMLA leave has been exhausted or expires, the School may recover from the employee its share of health plan premiums during the employee's unpaid FMLA leave, unless the employee's failure to return is due to one of the reasons set forth in the regulations. The School may not recover its share of health insurance premiums for any period of FMLA leave covered by paid leave.

#### **Right to Reinstatement**

On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to reinstatement even if the employee has been replaced or his or her position has been restructured to accommodate the employee's absence. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

#### **Moonlighting During FMLA Leave**

The Superintendent and/or designee may develop a uniformly applied policy governing outside or supplemental employment during FMLA leave. If the Superintendent/and or designee does not develop such a policy, the School may not deny FMLA benefits on the basis of outside or supplemental employment unless the FMLA leave was fraudulently obtained.

#### **Reinstatement of School Employees**

The Superintendent and/or designee shall develop a policy governing the determination of how an employee is to be restored to "an equivalent position" upon return from FMLA leave. Such a policy must be in writing, must be made known to the employee before the taking of FMLA leave, must clearly explain the employee's



restoration rights upon return from leave, and must provide substantially the same protections as provided in the FMLA.

### **Pay Increases and Bonuses**

An employee is entitled to any unconditional pay increases that may have occurred during the FMLA leave period, such as cost of living increases. Pay increases conditioned upon seniority, length of service, or work performed must be granted in accordance with the School's policy or practice with respect to other employees on an equivalent leave status for a reason that does not qualify as FMLA leave.

Equivalent pay includes any bonus or payment, whether it is discretionary or non-discretionary. However, if a bonus or other payment is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, then the payment may be denied, unless otherwise paid to employees on an equivalent leave status for a reason that does not qualify as FMLA leave. For example, if an employee who used paid vacation leave for a non-FMLA purpose would receive the payment, then an employee who used paid vacation leave for an FMLA-protected purpose also must receive the payment.

### **Key Employees**

The School may deny job restoration to a key employee, as that term is defined in law, if such denial is necessary to prevent substantial and grievous economic injury to the operations of the School.

### **Required Notices**

The Superintendent shall insure that a notice explaining the FMLA and containing information regarding the procedures for filing complaints with the Department of Labor's Wage and Hour Division is posted prominently at each campus where it is readily visible to employees and applicants for employment. The Superintendent shall also insure that such notice is included in the School's Employee Handbook and distributed to each new employee upon hiring.

If a significant portion of the School's workforce is not literate in English, the Superintendent shall provide the general notice in a language in which the employees are literate.

The Superintendent may use Department of Labor form WHD 1420 or another form of notice, so long as the notice includes, at a minimum, all of the information contained in form WHD 1420.

### **Eligibility Notice**

When an employee requests FMLA leave, or when the School learns that an employee's leave may be for an FMLA-qualifying reason, the employee's immediate supervisor shall notify the employee of his or her eligibility to take FMLA leave. For purposes of this policy, the immediate supervisor of a teacher shall be the Assistant Principal. If the employee is not eligible for FMLA leave, the notice must explain why the employee is not eligible.

The employee's immediate supervisor shall provide the eligibility notice within five business days, absent extenuating circumstances. The School shall translate the notice in any situation in which it is required to translate the general notice.

### **Rights and Responsibilities Notice**

The School shall provide a written notice of rights and responsibilities each time an eligibility notice is provided to an employee. This notice must include the information required by 29 CFR 825.300(c)(1). The notice may be distributed electronically if it meets the other requirements of this section. The School shall translate the notice in any situation in which it is required to translate the general notice.

### **Retroactive Designation**

The School may retroactively designate leave as FMLA leave, with appropriate notice to the employee, if the School's failure to timely designate leave does not cause harm or injury to the employee. The School and an employee may also agree that leave will retroactively be designated as FMLA leave.

### **Requests for FMLA Leave**

An employee giving notice of the need for FMLA leave must state a qualifying reason for the leave and otherwise satisfy the requirements for notice of foreseeable and unforeseeable leave, as described below. The employee need not expressly assert rights under the Act or even mention the FMLA.

Employees should request FMLA leave by notifying their Assistant [Principal or designee](#), [and must complete the Department of Labor's form WH-380-E \(or WH-380-F as appropriate\) made available from the Department of Labor or Assistant Principal. Completed forms should be returned to the Assistant Principal.](#)

### **Foreseeable Leave**

An employee must provide his or her immediate supervisor at least 30 days' advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned

medical treatment for a serious injury or illness of a covered service member. If 30 days' notice is not practicable, the employee must give notice as soon as practicable possible, generally on the same day as or next business day after the reason for the leave is known. For leave due to a qualifying exigency, the employee must provide notice as soon as practicable regardless of how far in advance the leave is foreseeable.

When planning medical treatment, the employee must consult with his or her immediate supervisor and make a reasonable effort to schedule the treatment so as not to disrupt unduly the School's operations, subject to the approval of the health-care provider.

#### **Unforeseeable Leave**

When the approximate timing of leave is not foreseeable, an employee must provide notice to his or her immediate supervisor as soon as practicable under the facts and circumstances of the particular case.

#### **Compliance with School Requirements**

The School may require an employee to comply with its usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. If an employee does not comply with usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA leave may be delayed or denied.

#### **Certification of Leave**

The School may require that an employee's FMLA leave be supported by certification, as described below. The School shall give notice of a requirement for certification each time certification is required. At the time the School requests certification, the School must advise the employee of the consequences of failure to provide adequate certification.

#### **Timing**

In most cases, the employee's immediate supervisor will request certification at the time the employee gives notice of the need for leave or within five business days thereafter or, in the case of unforeseen leave, within five business days after the leave commences. The School may request certification at a later date if the School later has reason to question the appropriateness of the leave or its duration. The employee must provide the requested certification to his or her immediate supervisor within 15 calendar days after the School's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

#### **Incomplete or Insufficient Certification**

The School shall advise an employee if it finds a certification incomplete or insufficient and shall state in writing what additional information is necessary to make the certification complete and sufficient. The School must provide the employee with seven calendar days (unless not practicable under the particular circumstances despite the employee's diligent, good faith efforts) to cure any such deficiency.

A certification is “incomplete” if one or more of the applicable entries have not been completed. A certification is “insufficient” if it is complete, but the information provided is vague, ambiguous, or non-responsive. A certification that is not returned to the School is not considered incomplete or insufficient, but constitutes a failure to provide certification.

### **Medical Certification of Serious Health Condition**

When leave is taken because of an employee's own serious health condition, or the serious health condition of a family member, the School ~~may~~ require the employee to obtain medical certification from a health-care provider. ~~The School may use DOL optional form WH-380-E when the employee needs leave due to the employee's own serious health condition and optional form WH-380-F when the employee needs leave to care for a family member with a serious health condition. The School may use DOL optional form WH-380-E when the employee needs leave due to the employee's own serious health condition and optional form WH-380-F when the employee needs leave to care for a family member with a serious health condition.~~ The School may not require information beyond that specified in the FMLA regulations.

An employee may choose to comply with the certification requirement by providing the School with an authorization, release, or waiver allowing the School to communicate directly with the health-care provider.

For the definition of “health-care provider,” see 29 CFR 825.125.

### **Genetic Information**

When requesting medical certification, the School shall comply with all requirements for requesting medical information under the Genetic Information Nondiscrimination Act (GINA) as contained in 29 CFR 1635.8(b)(1)(i)(A).

### **Authentication and Clarification**

If an employee submits a complete and sufficient certification signed by the health-care provider, the School may not request additional information from the health-care provider. However, the School may contact the health-care provider for purposes of clarification and authentication of the certification after the School has given the employee an opportunity to cure any deficiencies, as set forth above. To make such

contact, the School must use a health-care provider, a human resources professional, a leave administrator, or a management official. Under no circumstances may the employee's direct supervisor contact the employee's health-care provider.

“Authentication” means providing the health-care provider with a copy of the certification and requesting verification that the information on the form was completed and/or authorized by the health-care provider who signed the document; no additional medical information may be requested.

“Clarification” means contacting the health-care provider to understand the handwriting on the certification or to understand the meaning of a response. The School may not ask the health-care provider for additional information beyond that required by the certification form. The requirements of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule must be satisfied when individually identifiable health information of an employee is shared with the School by a HIPAA-covered health-care provider.

### **Second and Third Opinions**

If the School has reason to doubt the validity of a medical certification, the School may require the employee to obtain a second opinion at the School's expense. If the opinions of the employee's and the School's designated health-care providers differ, the School may require the employee to obtain certification from a third health-care provider, again at the School's expense.

### **Foreign Medical Certification**

If the employee or a family member is visiting another country, or a family member resides in another country, and a serious health condition develops, the School shall accept medical certification as well as second and third opinions from a health-care provider who practices in that country. If the certification is in a language other than English, the employee must provide the School with a written translation of the certification upon request.

### **Recertification**

The School may request recertification no more often than every 30 days and only in connection with an absence by the employee, except as set forth in the FMLA regulations. The School must allow at least 15 calendar days for the employee to provide recertification.

As part of the recertification for leave taken because of a serious health condition, the School may provide the health-care provider with a record of the employee's absence

pattern and ask the health-care provider if the serious health condition and need for leave is consistent with such a pattern.

**Certification—Qualifying Exigency Leave**

The first time an employee requests leave because of a qualifying exigency, the School may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or called to active duty status in support of a contingency operation; and the dates of the covered military member's active duty service.

The School may also require that the leave be supported by a certification that addresses the information at 29 CFR 825.309(b). The School may use DOL optional form WH-384, or another form containing the same basic information, for this certification. ~~The School may use DOL optional form WH-384, or another form containing the same basic information, for this certification.~~—The School may not require information beyond that specified in the regulations.

**Certification—Military Caregiver Leave**

When an employee takes military caregiver leave, the School may require the employee to obtain a certification completed by an authorized health-care provider of the covered service member. In addition, the School may request that the employee and/or covered service member address in the certification the information at 29 CFR 825.310(c). The School may also require the employee to provide confirmation of a covered family relationship to the seriously injured or ill service member.

~~The School may use DOL optional form WH-385, or another form containing the same basic information, for this certification.~~

The School may use DOL optional form WH-385, or another form containing the same basic information, for this certification. The School may not require information beyond that specified in the regulations. The School must accept as sufficient certification “invitational travel orders” (“ITOs”) or “invitational travel authorizations” (“ITAs”) issued to any family member to join an injured or ill service member at his or her bedside.

The School may seek authentication and/or clarification of the certification under the procedures described above. Second and third opinions, and re-certifications, are not permitted for leave to care for a covered service member.

**Intent to Return to Work**

The Superintendent may develop a uniformly applied ~~policy or~~ practice that requires an employee on FMLA leave to report periodically on the employee's status and intent to

return to work. Such a ~~policy-practice~~ may not be discriminatory and must take into account all of the relevant facts and circumstances related to the individual employee's leave situation.

### **Fitness for Duty Certification**

The Superintendent may develop a uniformly applied ~~policy-or~~ practice that requires all similarly situated employees (i.e., same occupation, same serious health condition) who take leave for such conditions to obtain and present certification from the employee's health-care provider that the employee is able to resume work. The Superintendent may require that the certification specifically address the employee's ability to perform the essential functions of the employee's job.

### **Failure to Provide Certification**

If the employee fails to provide the School a complete and sufficient certification, despite the opportunity to cure, or fails to provide any certification, the School may deny the taking of FMLA leave. This provision applies in any case where the School requests a certification, including any clarifications necessary to determine if certifications are authentic and sufficient.

### **Record Maintenance**

The Superintendent and/or designee shall make, keep, and preserve records pertaining to its obligations under the FMLA in accordance with the recordkeeping requirements of the Fair Labor Standards Act (FLSA) and the FMLA regulations. The School shall keep these records for no less than three years and make them available for inspection, copying, and transcription by representatives of the Department of Labor upon request. Such records may be kept in computer form, so long as they are made available for transcription or copying.

Records and documents relating to certifications, re-certifications, or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files. If the Americans with Disabilities Act (ADA) is also applicable, such records shall be maintained in conformance with ADA confidentiality requirements, except as excepted by the FMLA.

### **Prohibition Against Discrimination and Retaliation**

The School shall not interfere with an employee's rights under the FMLA, or with legal proceedings or inquiries relating to an employee's rights. Specifically, the School shall not:

1. Interfere with, restrain, or deny the exercise of (or attempts to exercise) any rights provided by the FMLA.
2. Discharge or in any other way discriminate against any person (whether or not an employee) for opposing or complaining about any unlawful practice under the FMLA.
3. Discharge or in any other way discriminate against any person (whether or not an employee) because that person has:
  - a. Filed any charge, or has instituted (or caused to be instituted) any proceeding under or related to the FMLA;
  - b. Given, or is about to give, any information in connection with an inquiry or proceeding relating to a right under the FMLA; and/or
  - c. Testified, or is about to testify, in any inquiry or proceeding relating to a right under the FMLA.

### **Paid Maternity Leave**

While FMLA leave is generally unpaid, the School provides up to thirty (30) days, or six calendar workweeks (either one calendar week before delivery and five calendar weeks following delivery or six weeks after delivery) of paid maternity leave for the birth of an eligible employee's child, if the employee has given birth and is the primary caregiver of the child during the planned period of absence. This maternity leave will run concurrently with other FMLA leave and with all school breaks, holidays or vacations. Employees should inform their Assistant Principal immediately if they have been placed to on bed rest by their health care provider during pregnancy. ~~Employees should inform their Campus Principal immediately if they have been placed on bed rest by their health care provider during pregnancy.~~



## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 – PERSONNEL**

#### **FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

PG-4.14

#### **Notice of Nondiscrimination**

Pioneer Technology & Arts Academy (the “School”) strictly prohibits discrimination, including harassment against an employee on the basis of race, color, religion, gender, national origin, age, disability, genetic information, or any other legally protected classification. Retaliation against anyone involved in the complaint process is also a violation of School policy.

For purposes of this policy, “employee” includes current employees, volunteers and applicants for employment.

#### **Discrimination**

Discrimination is defined as conduct directed at an employee on the basis of race, color, religion, gender, national origin, age, disability, genetic information or any other basis prohibited by law that adversely affects his or her employment.

#### **Harassment**

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on his or her race, color, religion, gender, national origin, age, disability, genetic information or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. creates an intimidating, threatening, hostile, or offensive work environment; or
3. adversely affects the employee’s performance, environment or employment in some other manner.

#### **Sexual Harassment**

The School will not tolerate sexual harassment, and has developed a separate policy covering that topic. See Board Policy 4.14.1 (Sexual Harassment Prohibition).

#### **Retaliation**

The School expressly prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment or an employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate or participate in an investigation regarding discrimination or harassment is subject to discipline, up to and including termination of employment.

## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 – PERSONNEL**

#### **FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

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#### **Reporting Prohibited Conduct**

An employee who believes that he or she has experienced prohibited conduct, or that another employee has experienced prohibited conduct, should immediately report the alleged conduct to the Principal or his or her supervisor, or to one of the School officials identified below. .

In this policy, “prohibited conduct” includes discrimination, harassment and retaliation, even if the behavior does not rise to the level of unlawful conduct.

#### **Title IX Coordinator**

Reports of prohibited conduct based on gender, including sexual harassment, may be directed to the Title IX Coordinator:

Shubham Pandey  
Superintendent  
1412 S Belt Line Rd  
Mesquite TX 75149  
972-285-6895 X 222

#### **Section 504 Coordinator**

Reports of prohibited conduct based on disability may be directed to the Section 504 Coordinator:

Shubham Pandey  
Superintendent  
1412 S Belt Line Rd  
Mesquite TX 75149  
972-285-6895 X 222

Reports of other forms of prohibited conduct also may be directed to the Superintendent.

Reports concerning prohibited conduct against the Superintendent may be directed to the Board.

#### **Timely Reporting**

Employees shall report prohibited conduct as soon as possible after the alleged act or knowledge of the alleged act.

Any supervisor who receives a report of prohibited conduct shall immediately inform the appropriate School official identified above.

## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 – PERSONNEL**

#### **FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

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#### **Investigating Reports of Prohibited Conduct**

The School may request, but not insist upon, a written report describing any alleged prohibited conduct. If a report is made orally, the School official receiving the report shall reduce the report to writing.

After receiving a report or notice of a report, the appropriate School official shall determine if the allegations, if proven, would constitute prohibited conduct under this policy. If so, the School official shall immediately authorize or conduct an investigation, regardless of whether a criminal or regulatory investigation concerning the allegations is pending. The investigation may be conducted by the School official or designee, or by a third party authorized by the School, such as an attorney. The employee's Assistant Principal or supervisor shall be notified of the investigation, if appropriate.

The investigation may consist of personal interviews of individuals with knowledge of the allegations, including the person making the report, and the person against whom the report is filed. The investigation may also include consideration of documents or other information concerning the allegations.

If appropriate, the School shall take prompt action to prevent prohibited conduct from occurring during the course of the investigation.

#### **Concluding the Investigation**

Investigations of prohibited conduct should be completed as soon as reasonably possible and appropriate under the circumstances.

The investigator shall prepare a written report of the investigation, and provide the report to the School official overseeing the investigation.

#### **School Action**

If an investigation indicates that prohibited conduct occurred, the School shall promptly take appropriate disciplinary or corrective action to address the conduct.

The School may also take action following an investigation, even if the alleged conduct did not rise to the level of prohibited or unlawful conduct.

#### **Confidentiality**

The School shall respect the privacy of all individuals involved in a report or investigation of prohibited conduct. Limited disclosures may be necessary.

**CHARTER SCHOOL BOARD POLICY MANUAL**  
POLICY GROUP 4 – PERSONNEL  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND  
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**Appeal**

A complainant who is dissatisfied with the outcome of an investigation may appeal through the Employee Complaints process.

**Records Retention**

Copies of reports alleging prohibited conduct, investigation reports, and other related records shall be maintained at least three years.

**Distribution of Policy**

The Superintendent or designee shall ensure that this policy and accompanying procedures are made available to all employees through the School's Employee Handbook.

**Hazard Communication Act Compliance**

Pioneer Technology & Arts Academy (the “School”) is concerned about the safety of all employees. The Superintendent or designee shall adopt procedures and perform the following duties in compliance with the Texas Hazard Communication Act:

- Post and maintain the notice promulgated by the Texas Department of State Health Services (TDSHS) in the workplace.
- Provide an education and training program for employees using or handling hazardous chemicals under normal operating conditions or foreseeable emergencies.
- Maintain the written hazard communication program and a record of each training session to employees, including the date, a roster of the employees who attend, the subjects covered in the training session, and the names of the instructors. Records will be maintained for at least five years.
- Compile and maintain a workplace chemical list that includes required information for each hazardous chemical normally present in the workplace or temporary workplace in excess of 55 gallons or 500 pounds, or as determined by the TDSHS for certain highly toxic or dangerous hazardous chemicals. The list will be readily available to employees and their representatives.
- Update the list as necessary, but at least by December 31 each year, and maintain the list as required by law. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information.
- As required by law, label new or existing stocks of hazardous chemicals with the identity of the chemical and appropriate hazard warnings, if such stocks are not already appropriately labeled.
- Maintain a legible copy of the most current manufacturer’s material safety data sheets (“MSDS”) for each hazardous chemical; request such sheets from the manufacturer if not already provided or otherwise obtain a current MSDS; make such sheets readily available to employees or their representatives on request.
- Provide employees with appropriate personal protective equipment.

The Superintendent or designee shall notify employees of any planned pest control treatment by both of the following methods:

- Posting the sign provided by the certified applicator or technician in an area of common access the employees are likely to check on a regular basis at least 48 hours before each planned treatment.
- Providing the official Structural Pest Control Service Consumer Information Sheet to any individual working in the building, on request.

**Bloodborne Pathogen Control**

The Superintendent or designee shall establish a written Exposure Control Plan designed to eliminate or minimize exposure to blood or other potentially infectious materials, as defined by 29 C.F.R. 1910.1030.

The Exposure Control Plan shall contain at least the following elements:

1. An exposure determination containing:
  - (a) a list of all job classifications in which all employees in those job classifications have occupational exposure;
  - (b) a list of job classifications in which some employees have occupational exposure; and
  - (c) a list of all tasks and procedures or groups of closely related task and procedures in which occupational exposure occurs and that are performed by employees in job classifications in which some employees have occupational exposure.
2. The schedule and method of implementation for the requirements set forth in 29 C.F.R. 1910.1030 regarding methods of compliance, HIV and HBV research laboratories and production facilities, Hepatitis B vaccination and post-exposure evaluation and follow-up, communication of hazards to employees, and recordkeeping; and
3. The procedure for the evaluation of circumstances surrounding exposure incidents as required by 29 C.F.R. 1910.1030.

The Exposure Control Plan shall be made accessible to all employees. The Superintendent or designee shall review and update the Exposure Control Plan at least annually and whenever necessary to reflect new or modified tasks and procedures that affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

Where there is occupational exposure, the School shall provide, at no cost to employees, appropriate personal protective equipment. 29 C.F.R. 1910.1030.

**Pre-Employment Inquiries and Employment Entrance Examinations**

The School shall not conduct a medical examination or make inquiries of a job applicant as to whether such applicant is an individual with a disability or as to the nature or severity of a disability, except as provided below. However, the School is permitted to make pre-employment inquiries into the ability of an applicant to perform job-related functions, such as asking an applicant to describe or demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions. 42 U.S.C. 12112(d)(2); 29 CFR 1630.14(a)

The School may require a medical examination (and/or inquiry) after an offer of employment has been made to a job applicant and prior to the beginning of employment duties and may condition the offer on the results of such examination (and/or inquiry), provided all entering employees in the same job category are subjected to such an examination (and/or inquiry) regardless of disability.

The results of an employment entrance medical examination shall be used only to determine the applicant's ability to perform job-related functions. 42 U.S.C. 12112(d)(3); 29 CFR 1630.14(b).

**Confidentiality**

Information obtained regarding the medical condition or history of the applicant shall be collected and maintained on separate forms and in separate medical files and shall be treated as confidential medical records. However, supervisors and managers may be informed regarding necessary restrictions on the employee's work or duties and necessary accommodation; first aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment. 29 CFR 1630.14(b)(c).

**Examination During Employment**

The School may require a medical examination (and/or inquiry) of an employee that is job related and consistent with business necessity and may make inquiries into the ability of an employee to perform job-related functions.

The results of an employee's medical examination shall be used only to determine the employee's ability to perform job-related functions. 42 U.S.C. 12112(d)(3)–(4); 29 CFR 1630.14(c).

**Examinations During Employment**

The Superintendent or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:

1. interferes with the employee's ability to perform essential job functions; or
2. poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat.

The School may designate the physician to perform the examination. If the School designates the physician, the School shall pay the cost of the examination. The School

may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

Based on the results of the examination, the Superintendent or designee shall determine whether the employee has an impairment. If so, the Superintendent or designee shall determine whether the impairment interferes with the employee's ability to perform essential job functions or poses a direct threat. If not, the employee shall be returned to his or her job position.

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the Superintendent or designee shall determine whether the employee has a disability and, if so, whether the disability requires reasonable accommodation.

**Other Requirements**

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees. Food service workers shall comply with health requirements established by city, county, and state health authorities.



**Federal Military Leave**

Any Pioneer Technology & Arts Academy (the “School”) employee who is absent from employment due to voluntary or involuntary service in the uniformed services is entitled to certain rights and benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) if all of the following conditions are met.

1. The employee (or an appropriate officer of the uniformed service in which the employee serves) has provided written or verbal notice of such military notice to the School (unless notice cannot be given because of military necessity or is unreasonable or impossible to provide).
2. The cumulative length of the absence and all previous absences from employment with the School does not exceed five years.
3. The employee reports to or submits an application for reemployment to the School and applies with all other applicable requirements.

For purposes of leave under USERRA, “uniformed service” means the Armed Forces; the Army National Guard, and the Air National Guard when an individual is engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Services; and any other category of persons designated by the President in time of war or emergency.

A person who is reemployed by the School under USERRA is entitled to the seniority and other rights and benefits that he or she held on the date that uniformed service commenced, plus the additional seniority, rights, and benefits that would have been attained had he or she remained continuously employed.

**Exception**

The School is not required to reemploy an employee if:

1. circumstances at the School have changed so as to make reemployment impossible or unreasonable;
2. the reemployment of the employee would cause undue hardship for the School; or
3. the employment with the School from which the employee leaves to perform uniformed service is for a brief, nonrecurrent period and there is no reasonable expectation that employment with the School will continue indefinitely or for a significant period.

38 U.S.C. 4301, et. seq.

**Service in State Military Services**

The School shall not terminate the employment of a permanent employee who is a member of the state military forces of this state or any other state because the employee is ordered to authorized training or duty by proper authority. Such an employee is entitled to return to the same employment held when ordered to training or duty and shall not be subjected to loss of time, efficiency rating, vacation time, or any benefit or employment during or because of the absence. Gov't Code 431.006(a).

**Called to Duty**

An employee who is a member of the state military forces that is ordered to active state duty by the governor or by other proper authority under the law of this state is entitled to the same benefits and protections provided to persons performing service in the uniformed services under USERRA and to persons in the military service of the United States under the Servicemembers Civil Relief Act under 50 App. U.S.C. 501-536, 560, and 580–594, as those laws existed on April 1, 2003. Gov't Code 431.017.

**CHARTER SCHOOL BOARD POLICY MANUAL**

**POLICY GROUP 4 – PERSONNEL**

**PSYCHOTROPIC DRUGS AND MEDICAL EVALUATIONS**

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In compliance with Texas Education Code 12.104(b)(2)(K) and 38.016, referring to Psychotropic Drugs and Psychiatric Evaluations or Examinations:

Pioneer Technology & Arts Academy (“School”) officer or employee shall not:

1. recommend to a student or a parent that the student use a psychotropic drug;
2. suggest any particular diagnosis; or
3. exclude a student from attending a class or participating in a school-related activity because of the parent’s refusal to consent to the administration of a psychotropic drug to a student or to a psychiatric evaluation or examination of a student.

This policy does not prevent a School officer or employee from:

1. making an appropriate referral under Child Find;
2. recommending that a child be evaluated by an appropriate medical practitioner, if the employee is a registered nurse, advanced nurse practitioner, physician, or certified or appropriately credentialed mental health professional; or
3. discussing any aspect of a child’s behavior or academic progress with the child’s parent or other School officer or employee, as appropriate.

In compliance with Texas Family Code, Chapter 261 and 19 Texas Administrative Code § 100.1211, the Superintendent or designee shall require the distribution of the following policy to all Pioneer Technology & Arts Academy (“School”) staff and volunteers:

**Reporting Child Abuse or Neglect**

1. Any School officer, employee, or volunteer having cause to believe that a child’s physical or mental health or welfare has been adversely affected by abuse, maltreatment, or neglect by any person shall **immediately** make a report as required by law.
2. If a professional has cause to believe that a child has been abused, maltreated, or neglected; may be abused, maltreated, or neglected; or that a child is a victim of an offense under Penal Code 21.11 (Indecency with a Child), and the professional has cause to believe that the child has been abused as defined by law, the professional shall make a report **not later than the 48th hour** after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under Penal Code 21.11. A professional **may not delegate to or rely on** another person to make the report. For purposes of this policy, “professional” means an individual who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children.
3. A report should reflect the reporter’s belief that a child has been or may be abused or neglected or has died of abuse or neglect. The person making the report shall identify, if known:
  - A. the name and address of the child;
  - B. the name and address of the person responsible for the care, custody, or welfare of the child; and
  - C. any other pertinent information concerning the alleged or suspected abuse or neglect.
4. If the suspected abuse or neglect involves a person responsible for the custody, care or welfare of the child, the report must generally be made to the Texas Department of Family and Protective Services (DFPS). All other reports should be made to any local or state law enforcement agency, the DFPS, the Texas Education Agency (if abuse or neglect occurred at school), another state

**CHARTER SCHOOL BOARD POLICY MANUAL**  
POLICY GROUP 4 – PERSONNEL  
REPORTING CHILD ABUSE OR NEGLECT

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agency where the abuse or neglect occurred, or an agency designated by a court responsible for protection of children.

**Training**

The School shall ensure that employees, volunteers, and parents receive training on child abuse and neglect as required by law.

**School Property Generally**

The Board of Directors of Pioneer Technology & Arts Academy (“School”) shall be the final authority for authorizing the use of Public Property. The School shall not authorize use or application of public property inconsistent with this policy.

**Public Property Defined**

An interest in real estate or personal property acquired, improved, or maintained using state funds that were received by the Board of Directors of the School on or after September 1, 2001 is public property for all purposes under state law. The date on which the property was acquired, improved, or maintained is not determinative. An interest in real estate acquired, improved, or maintained using state funds that were received by the charter holder before September 1, 2001, is public property only to the extent specified by 19 TAC § 100.1065 (relating to Property Acquired with State Funds Received Before September 1, 2001–Special Rules). Where the property is acquired with federal funds, federal law may preempt this Policy and state law in whole or part.

**Fiduciary Responsibilities**

Public property is held by the charter holder in trust for the benefit of the students of the charter school. With respect to the public property they manage, the members of the governing body of a charter holder and the members of the governing body and officers of the School are trustees under Texas law; and the students enrolled in the school are beneficiaries of a trust. Each trustee shall be held to the standard of care and fiduciary duties that a trustee owes the beneficiary of a trust under Texas law.

Public property may be used only for a purpose for which a school district may use school district property and only for implementing a program described in the School’s open-enrollment charter and is consistent with law and Rule.

Notwithstanding the delegation of authority, the Board and officers of the charter school shall remain fully responsible to authorize all uses and applications of public property and to enforce this policy.

**Personal Use of Public Property**

In compliance with Commissioner of Education Rule, School employees shall use School public property only for purposes described in the School’s charter. School employees may use local telephone service, School-issued cellular phones, electronic mail, internet connections, and similar property for incidental personal use, provided that such does not, as determined by School administration, impede School functions or, result in direct cost paid with state funds. Should said employee use result in direct cost paid with state funds, the School shall require the employee incurring the cost to reimburse the School for such cost within five (5) business days of the School’s having incurred the costs.

In further compliance with Commissioner Rule, only incidental amounts of employee time, comparable to a five–seven minute coffee break during each day, may be used by employees for such personal matters.

This policy does not authorize incidental personal use of public property for private commercial purposes. Any such incidental use of public property is a privilege not a right, and School administration may remove or rescind such privilege from time to time on a case-by-case basis for any employee or all employees.

**Use of Public Property Real Estate for Charter and Non-Charter Activities**

Joint use of the School’s public real property for charter and non-charter activities shall be approved by separate vote and recorded in the minutes of the meeting of the Board of Directors of the School, setting forth the methodology to be used to allocate shared costs and the percentage allocation basis between charter and non-charter activities.

**Contract for Use of Public Property**

The School may contract for the use of its property for the purpose of providing goods or services under the contract, if such use is an express contract term, factored into the price of the contract, and the contract is one that is authorized by the Board of Directors

**Accounting for Public Property**

The School’s annual audit report shall separately disclose the cost basis and accumulated depreciation of public or privately held or owned property held, acquired, improved, or maintained by the School’s operating Board and charter holder, or provide with the annual audit report a statement that all property acquired, improved, or maintained during the term of the School’s charter and all property presently held by the charter holder Board is public property.

**Return of School Property**

Upon separation of employment with the School or cessation of volunteer services or, upon the request of the School, an individual will return to the School all such materials, including copies thereof, in the individual’s possession or under the individual’s control. Such materials will be returned within 24 hours of notice of separation or upon request of the School, whichever comes first.

The cost of repairing or replacing any supplies, materials, or equipment belonging to the School or other property that is damaged (other than normal wear and tear), stolen, or lost by an employee or that is not returned to the School upon separation of employment may be deducted from the employee’s wages, so long as the deduction does not take the employee’s pay below minimum wage or, if the employee is a salaried employee, reduce the salary below its predetermined amount.

**CHARTER SCHOOL BOARD POLICY MANUAL**  
POLICY GROUP 4 – PERSONNEL  
SCHOOL PROPERTY

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Any materials created by staff members for use by the School, or created on the School's time, or produced using the staff or resources of the School are considered works-for-hire, and all intellectual property rights are vested exclusively in the School.



**CHARTER SCHOOL BOARD POLICY MANUAL**  
POLICY GROUP 4 – PERSONNEL  
SCHOOL VISITORS

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Notices shall be posted at each Pioneer Technology & Arts Academy (“School”) campus requiring all visitors to first report to the campus administrative office. This policy shall apply to parents, board members, volunteers, social service workers, invited speakers, maintenance and repair persons not employed by the School, vendors, representatives of the news media, former students, and any other campus visitors.

A visit by visitors to individual classrooms during instructional time requires prior approval of both the campus Assistant Principal and the teacher whose class is to be visited. Such visits may not be approved or may be terminated where their duration or frequency interferes with the delivery of instruction or in any other way disrupts the educational environment.

The School may:

1. Require a visitor requesting entry onto a campus to show a driver’s license or other form of identification issued by a governmental entity displaying the visitor’s photograph.
2. Establish an electronic or paper database for storing campus visitor information. Information stored in the campus databases may be used only for purposes of School security and may not be sold or otherwise disseminated to third parties.
3. Verify whether the visitor is a registered sex offender as identified in the computerized central database maintained by the Department of Public Safety, or in any other database accessible by the School.

The Superintendent or designee, in conjunction with campus administrators, shall develop and implement procedures addressing campus visitors identified as registered sex offenders. These procedures shall include but are not limited to provisions dealing with:

1. parental rights to visit;
2. escorts by School personnel;
3. access to common areas of the campus;
4. access to classrooms;
5. drop off and release of students; and
6. eligibility to serve as volunteers.

**CHARTER SCHOOL BOARD POLICY MANUAL**  
**POLICY GROUP 4 – PERSONNEL**  
**CIVILITY AND COMPORMENT**

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Pioneer Technology & Arts Academy (“School”) invites and welcomes parents and other members of the public to its schools. The School is committed to treating parents and other community members with respect and expects the same in return. To that end, the School must keep schools and administrative offices free from disruptions and prevent unauthorized persons from entering the schools and school grounds.

Accordingly, this policy promotes mutual respect, civility, and orderly conduct among School employees, parents, students, volunteers, and the public. The School seeks to maintain, to the extent possible and reasonable, a safe, harassment-free workplace for students and staff. In the interest of presenting teachers and other employees as positive role models, the School encourages positive communication and discourages volatile, hostile, or aggressive actions. The School seeks and encourages patrons to cooperate with this endeavor.

The School recognizes the importance of employees, students, and parents engaging, collaborating, and sharing in digital environments. Accordingly, the use of technology on School property and at School-sponsored events shall be appropriate, not disruptive to the educational environment, and not detrimental to the safety of employees and students. It must also be in compliance with other applicable School policies.

An individual engaging in disruptive behavior shall be required to leave School property. Any individual who disrupts or threatens to disrupt school or office operations, threatens the health and safety of students or staff, willfully causes property damage, uses loud and/or offensive language that could provoke a violent reaction or who has otherwise established a pattern of unauthorized entry on School property shall be directed to leave the School property by the School’s Assistant Principal or other chief administrative officer. In certain circumstances, a criminal trespass warning may also be issued or law enforcement contacted.

**Personal Leave**

Pioneer Technology & Arts Academy (“School”) does not participate in the State Personal Leave Program or provide or recognize “State Days”; therefore, accumulated state personal leave days from other Texas School Districts or public schools cannot be transferred in or out of the School system.

**Local Leave**

The School grants all employees five local leave days annually. The Superintendent shall adopt procedures to implement and control Local Leave benefits.

**Medical Certification**

Any employee who is absent more than three days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and – in the case of personal illness – the employee’s fitness to return to work.

**Forfeiture of Leave**

Local Leave does not accumulate or roll forward from year to year, and is forfeited upon resignation, retirement, or termination from employment.

**Extended Sick Leave**

The School shall also provide all employees who have worked for the School for at least one-full year 20 calendar days of extended sick leave. This leave may only be used if an employee has exhausted his or her earned Local Leave benefits and only for the employee’s personal illness or disability, including pregnancy-related disability.

Extended sick leave is to be used for single, long-term illnesses or conditions. “Single” is defined as one illness or condition; “long-term” is defined as an absence of ten or more consecutive days. An employee is eligible for extended sick leave once every three years.

A doctor’s written statement confirming the need for extended sick leave shall be required before leave is granted, and periodically thereafter as determined by the School. Extended sick leave will stop on the date the doctor releases the employee or when all extended sick leave has been exhausted, whichever comes first.

The daily rate of a substitute shall be deducted from an employee’s daily pay during a period of extended sick leave, even if a substitute is not used. The Superintendent shall adopt procedures to implement and control Extended Sick Leave benefits.

**Emergency Leave**

Employees may be granted up to two days of emergency leave without loss of pay or accumulated Local Leave for destruction of their home or domicile due to flood, fire, or storm, other natural disasters or force majeure. Such leave is subject to the approval of the campus Assistant Principal or Superintendent or designee. Any further leave granted will result in a deduction of accumulated Local Leave, a deduction of the daily rate of pay, or unpaid leave, unless otherwise provided by the School.

**Bereavement Leave**

School employees may be absent, without loss of pay, in the event of the death of one of the following relatives of the employee or his or her spouse: husband, wife, child (including a biological or adopted child, a stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death. No more than five paid local leave days will be used for this purpose in any one school year unless otherwise approved by the campus Assistant Principal or Superintendent or designee.

**Religious Observances**

An employee requesting to attend a religious observance on a regularly scheduled school day may use Personal Leave. In the event that all Personal Leave has been used, deductions from the employee's salary shall be made on the basis of the employee's daily rate of pay.

**Jury Duty and Other Court Appearances**

The School will pay a non-exempt employee his or her normal daily compensation for each regularly scheduled workday on which the employee serves in any phase of jury service. Any employee selected for jury duty must notify his or her supervisor within 48 hours of the court's notice. The employee must also present documentation of jury service to his or her supervisor.

Employees will be paid while on 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 local leave or leave without pay (if no local leave is available). Employees may be required to submit documentation of their need for leave for court appearances.

**Voting Leave**

Any employee who does not have two consecutive non-work hours while the polls are open on election day will be given up to two hours off with pay in order to vote, unless more time is required by state law. The employee should notify the appropriate supervisor

**CHARTER SCHOOL BOARD POLICY MANUAL**  
**POLICY GROUP 4 – PERSONNEL**  
**VACATION AND SICK LEAVE**

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before Election Day if time off is needed, so that the timing of the employee's absence can be pre-arranged.

# CHARTER SCHOOL BOARD POLICY MANUAL

## POLICY GROUP 4 – PERSONNEL

### COMPENSATION AND BENEFITS: WAGE AND HOUR LAWS

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#### **Fair Labor Standards Act**

##### **Classification of Positions**

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

##### **Exempt**

Pioneer Technology & Arts Academy (“School”) shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the School shall not make deductions that are prohibited under the FLSA or state law.

Exempt employees (excluding teachers) are paid on a salaried basis, and their salary is not reduced for absences of less than one full day.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the attention of the School’s Business Office and, if the employee requires further action, the employee should pursue that action through the School’s complaint process. If improper deductions are confirmed, the School will reimburse the employee and take steps to ensure future compliance with the FLSA.

The Superintendent or designee may assign non-contractual supplemental duties to personnel exempt under the FLSA, as needed. The employee may be compensated for these assignments according to the School’s compensation plans.

##### **Nonexempt**

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless the employee works more than 40 hours.

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

##### **Minimum Wage and Overtime**

Unless an exemption applies, the School shall pay each of its employees not less than minimum wage for all hours worked and for exempt employees, in accordance with

## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 – PERSONNEL**

#### **COMPENSATION AND BENEFITS: WAGE AND HOUR LAWS**

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the minimum salary basis requirements (except for instructional employees as defined in the FLSA). 29 U.S.C. 206(a)(1).

Unless an exemption applies, the School shall pay a non-exempt employee not less than one and one-half times the employee's regular rate of pay for all actual hours worked in excess of forty in any workweek. 29 U.S.C. 207(a)(1); 29 CFR pt. 778.

#### **Workweek Defined**

For purposes of FLSA compliance, the workweek for School employees shall be 12:00 a.m. Saturday until 11:59 p.m. Friday.

#### **Wage and Hour Records**

The School shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the Fair Labor Standards Act. 29 CFR 516.2(a). Records shall also be kept in accordance with applicable State record retention schedules.

#### **Compliance with Federal and State Wage and Hour Laws**

The School shall take all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled paydays and in accordance with Federal and State Wage and Hour Laws including the Fair Labor Standards Act (FLSA) and the Texas Payday Act. The Superintendent shall adopt procedures to ensure that the School complies with applicable Federal and State Wage and Hour Laws.

**CHARTER SCHOOL BOARD POLICY MANUAL**  
POLICY GROUP 4 – PERSONNEL  
COMPENSATION AND BENEFITS: WAGES

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Pioneer Technology & Arts Academy (“School”) shall take all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled paydays and in accordance with Federal and State Wage and Hour Laws including the Fair Labor Standards Act (FLSA) and the Texas Payday Act. The Superintendent shall adopt procedures to ensure that the School complies with applicable Federal and State Wage and Hour Laws.



## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 - PERSONNEL**

#### **COMPENSATION AND BENEFITS: WORKERS' COMPENSATION PG-4.25**

As permitted by state law, Pioneer Technology & Arts Academy ("School") provides workers' compensation benefits to employees who suffer a work-related illness or personal injury due to accidents arising out of their employment with the School. These benefits are paid for entirely by the School and help pay for medical treatment and make up for part of the income lost while recovering. All work-related illnesses, accidents, or injuries should be reported immediately to the employee's supervisor and the Superintendent.

Employees who suffer a work-related injury or illness and who must be off work due to such injury or illness, shall be governed by applicable provisions of the Workers' Compensation Act (the "WCA") and the federal Family and Medical Leave Act (the "FMLA") where applicable.

The Superintendent shall develop procedures to implement the School's Workers Compensation program, including procedures for requesting and use of leave benefits, injury reporting requirements, return to work and reinstatement procedures, absence control procedures, and any other procedure necessary to effectuate the WCA as required by law

#### **Mandatory Requirements**

Workers' Compensation Insurance covers all employees during the time they are on the job.

- Covered injuries and illnesses may be physical or mental and specific or cumulative.
- An injury is considered job-related when it arises out of and in the course and scope of employment.
- The activity that caused the injury must also be an activity that is in the course and scope of employment.

#### **Denial of Workers' Compensation Insurance Benefits**

Except as otherwise required by state law, injuries not covered by Workers' Compensation Insurance include those where the employee:

- Was intoxicated on alcohol or drugs.
- Was in the process of committing a felony (and has been convicted).
- Was participating in a social or recreational activity off-duty that was not directly related to his or her work.
- Was commuting to or from work unless doing so under the direct control/orders of the School on school-related business.
- Caused the injury intentionally or committed suicide.

## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 - PERSONNEL**

#### **COMPENSATION AND BENEFITS: WORKERS' COMPENSATION PG-4.25**

- Was "horsing around" or fighting on the job.
- Violated a school safety policy or procedure.

If the School denies a Workers' Compensation Insurance claim:

- The employee may contest the decision in accordance with the provisions of the Workers' Compensation laws of the State of Texas.
- All costs incurred by the employee in contesting a denial of the claim shall be the sole responsibility of the employee.
- The School is not obligated to make any commitments or statements pertaining to its liability concerning an employee's injury or illness.

#### **Fraudulent Claims for Workers' Compensation**

Filing a false or fraudulent claim is a violation of law and the School's policy, and can result in disciplinary employment actions, including termination of employment.

### **Copyrighted Material**

United States Copyright Law (Copyright Law) establishes copyright protection in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works of authorship include the following categories:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works;
6. Motion pictures and other audiovisual works;
7. Sound recordings; and
8. Architectural works.

In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work.

### **Ownership of Copyright**

Copyright in a work protected under Copyright Law vests initially in the author or authors of the work. The authors of a joint work are co-owners of copyright in the work.

#### **Work for Hire**

In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author under Copyright Law and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all of the rights comprised in the copyright.

A “work made for hire” is:

1. A work prepared by an employee within the scope of his or her employment; or
2. A work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

A “supplementary work” is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwards, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes.

An “instructional text” is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.

### **Exclusive Rights**

Under Copyright Law, the owner of a copyright has the exclusive rights:

1. To reproduce the copyrighted work in copies or phonorecords;
2. To prepare derivative works based upon the copyrighted work;
3. To distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
4. In the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
5. In the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
6. In the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

### **Fair Use**

An exception to the exclusive rights enjoyed by copyright owners is the doctrine of fair use. The fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by Copyright Law, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. The following factors shall be considered in determining fair use:

1. The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes.
2. The nature of the copyrighted work.
3. The amount and importance of the portion used in relation to the copyrighted work as a whole.
4. The effect of the use upon the potential market for or value of the copyrighted work.

### **Performances and Displays**

Additional exceptions related to performances and displays include performance or display of a work by instructors or pupils in the course of face-to-face teaching activities of a nonprofit educational institution, in a classroom or similar place devoted to instruction, unless, in the case of a motion picture or other audiovisual work, the performance or the display of individual images is given by means of a copy that was not lawfully made under Copyright Law and the person responsible for the performance knew or had reason to believe the copy was not lawfully made.

### **Guidelines**

Employees of Pioneer Technology & Arts Academy ("School") who wish to use copyrighted print material and sheet music shall follow the guidelines set forth in the "Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions" and "Guidelines for Educational Uses of Music." Those guidelines establish a minimum guaranteed fair use, not a maximum. Any use that falls within those guidelines is a fair use; any use that exceeds these guidelines shall be judged by the four factors stated above and may be subject to challenge. Any determination regarding whether a use that exceeds the guidelines is a fair use shall rest with an appropriate court of law.

### **Prohibitions**

Notwithstanding the fair use guidelines, the following shall be prohibited:

1. Copying of print materials and sheet music to create or replace or substitute for anthologies, compilations, or collective works. This prohibition against replacement or substitution applies whether copies of various works or excerpts are accumulated or are reproduced and used separately.
2. Copying of or from works intended to be "consumable" in the course of study or teaching. These works include workbooks, exercises, standardized tests, test booklets, answer sheets, and like consumable material.

Copying shall not substitute for the purchase of books, publishers' reprints, or periodicals; be directed by higher authority; or be repeated with respect to the same item by the same teacher from term to term.

No charge shall be made to the student beyond the actual cost of the photocopying.

Additional prohibitions regarding the use of music are:

1. Copying for the purpose of performance, except as permitted under the "Guidelines for Educational Use of Music."
2. Copying for the purpose of substituting for the purchase of music, except as permitted under the "Guidelines for Educational Use of Music."
3. Copying without inclusion of the copyright notice that appears on the printed copy.

### **Broadcast Programs**

Broadcast programs, including commercial and public television and radio, shall not be videotaped or tape-recorded for reuse without permission, except within the following guidelines:

1. A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable re-transmission) and retained by the School for a period not to exceed the first 45 consecutive calendar days after date of recording. At the end of that retention period, off-air recordings shall be erased or destroyed.
2. Off-air recordings may be used once by individual teachers in the course of relevant teaching activities and repeated once only when instructional reinforcement is necessary during the first ten consecutive school days within the 45-calendar-day retention period. "School days" are actual days of instruction, excluding examination periods.
3. Off-air recordings shall be made at the request of and used by individual teachers and shall not be regularly recorded in anticipation of requests. No broadcast program shall be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program is broadcast.
4. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording. All copies of off-air recordings shall include the copyright notice on the broadcast program as recorded.
5. After the first ten consecutive school days, off-air recordings may be used up to the end of the 45-calendar-day retention period only to determine whether or not to include the broadcast program in the teaching curriculum and shall not be used in the School for student exhibition or any other nonevaluative purpose without authorization.
6. Off-air recordings need not be used in their entirety, but the recorded programs shall not be altered from their original content. Off-air recordings shall not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

**Copyright Infringement**

Anyone who violates any of the exclusive rights of the copyright owner or of the author is an infringer of the copyright or right of the author. The legal or beneficial owner of an exclusive right under a copyright is entitled, subject to the requirements of Copyright Law, to institute an action for any infringement of that particular right committed while he or she is the owner of it.

**Online Copyright Infringement**

**Limitation of Liability**

To the extent that the School is a “service provider” (regarding online services) under Copyright Law, the School shall not be liable for infringement of copyright by reason of the intermediate and temporary storage of material on a system or network controlled or operated by or for the School in a case which:

1. The material is made available online by a person other than the School;
2. The material is transmitted from the person, other than the School, making the material available online to another person at the direction of the person making the material available online; and
3. The storage is carried out through an automatic technical process for the purpose of making the material available to users of the system or network who, after the material is transmitted, request access to the material from the person making the material available online.

**Eligibility for Limitations on Liability**

The limitations on liability referenced above shall apply to the School only if the School:

1. Has adopted and reasonably implemented, and informs subscribers and account holders of the School’s system or network of, a policy that provides for the termination in appropriate circumstances of subscribers and account holders of the service provider’s system or network who are repeat infringers; and
2. Accommodates and does not interfere with standard technical measures. The term “standard technical measures” means technical measures that are used by copyright owners to identify or protect copyrighted works and:
  - a. Have been developed pursuant to a broad consensus of copyright owners and service providers in an open, fair, voluntary, multi-industry standards process;
  - b. Are available to any person on reasonable and nondiscriminatory terms; and

- c. Do not impose substantial costs on service providers or substantial burdens on their systems or networks.

**Trademarked Material**

The term “trademark” includes any word, name, symbol, or device, or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce and applies to register on the principal register to identify and distinguish his or her goods, including a unique product, from those manufactured or sold by others and to indicate the source of the goods, even if that source is unknown.

**Service Mark**

The term “service mark” means any word, name, symbol, or device, or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce and applies to register on the principal register to identify and distinguish the services of one person, including a unique service, from the services of others and to indicate the source of the services, even if that source is unknown. Titles, character names, and other distinctive features of radio or television programs may be registered as service marks notwithstanding that they, or the programs, may advertise the goods of the sponsor.

**Certification Mark**

The term “certification mark” means any word, name, symbol, or device, or any combination thereof, used by a person other than its owner or which its owner has a bona fide intention to permit a person other than the owner to use in commerce and files an application to register on the principal register to certify region or other origin, material, mode of manufacture, quality, accuracy, or other characteristics of such person’s goods or services or that the work or labor on the goods or services was performed by members of a union or other organization.

**Collective Mark**

The term “collective mark” means a trademark or service mark used by the members of a cooperative, an association, or other collective group or organization or which such cooperative, association, or other collective group or organization has a bona fide intention to use in commerce and applies to register on the principal register and includes marks indicating membership in a union, an association, or other organization.

**Liability**

A person may be liable in a civil action by the registrant for the remedies provided in law if the person, without the consent of the registrant:

1. Uses in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or



advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive; or

2. Reproduces, counterfeits, copies or colorably imitates a registered mark and applies such reproduction, counterfeit, copy or colorable imitation to labels, signs, prints, packages, wrappers, receptacles or advertisements intended to be used in commerce upon or in connection with the sale, offering for sale, distribution, or advertising of goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive.

**Patent Infringement**

Except as otherwise provided in applicable law, whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States, or imports into the United States any patented invention during the term of the patent, infringes the patent.

Whoever actively induces infringement of a patent shall be liable as an infringer.

Whoever offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use, shall be liable as a contributory infringer.

**Prohibition on Solicitation and Distribution of Promotional Materials**

Pioneer Technology & Arts Academy (“School”) prohibits solicitation of employees by salespersons or other employees on School property.

The School further prohibits the distribution of promotional or sales literature on School property by salespersons or employees at all times.

Commercial advertisements or sales for personal profit are also prohibited.

**Prohibition on Dietary Supplements**

Employees of Pioneer Technology & Arts Academy ("School") may not:

1. Knowingly sell, market, or distribute a dietary supplement that contains performance enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's School duties; or
2. Knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance enhancing compounds by a primary or secondary education student with whom the employee has contact as part of the employee's School duties.

School employees are not prohibited from:

1. Providing or endorsing a dietary supplement that contains performance enhancing compounds to, or suggesting the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance enhancing compounds by the employee's child; or
2. Selling, marketing, or distributing a dietary supplement that contains performance enhancing compounds to, or endorsing or suggesting the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance enhancing compounds by a primary or secondary education student as part of activities that:
  - a. do not occur on School property or at a School-related function;
  - b. are entirely separate from any aspect of the employee's employment with the School; and
  - c. do not in any way involve information about or contacts with students that the employee has had access to, directly or indirectly, through any aspect of the employee's employment with the School.

**Definitions**

For purposes of this policy:

1. "Dietary supplement" means a product (other than tobacco) intended to supplement the diet that bears or contains one or more of the following dietary ingredients:
  - a. a vitamin;
  - b. a mineral;
  - c. an herb or other botanical;
  - d. an amino acid;
  - e. a dietary substance for use to supplement the diet by increasing the total dietary intake; or

- f. a concentrate, metabolite, constituent, extract, or combination of any ingredient described in items (a)-(e).
- 2. "Performance enhancing compound" means a manufactured product for oral ingestion, intranasal application, or inhalation that:
  - a. contains a stimulant, amino acid, hormone precursor, herb or other botanical, or any other substance other than an essential vitamin or mineral; and
  - b. is intended to increase athletic or intellectual performance, promote muscle growth, or increase an individual's endurance or capacity for exercise.

# **CHARTER SCHOOL BOARD POLICY MANUAL**

## **POLICY GROUP 4 – PERSONNEL**

### **COMPUTER AND INFORMATION SYSTEMS MANAGEMENT**

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#### **Computers**

Pioneer Technology & Arts Academy (“School”) electronic communications systems, including its network and access to the internet, are primarily for administrative and instructional purposes. Limited personal use of the system is permitted if the use:

- 1) does not result in any direct cost paid with State funds or if the School’s Charter Holder is reimbursed for any direct costs involved;
- 2) does not relate to private commercial purposes; and
- 3) involves only incidental amounts of employee time, comparable to reasonable coffee breaks during the day.

Some employees are given access to the internet to assist them in the performance of their jobs. Employees may only access the Internet through the School’s approved internet firewall.

All School computer resources are School property, and any information located in or on computers and e-mail/voice mail systems is also School property and will be subject to inspection by the School.

#### **E-mail and Voice Mail Systems**

All messages sent, received, composed and/or stored on these systems are the property of the School. E-mail transmissions and other use of the School’s electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use.

#### **Confidentiality**

Employees shall not use a password, access a file, or retrieve any stored information unless authorized to do so. Employees may not attempt to gain access to another employee’s files/messages.

#### **Privacy**

All files and messages on School computers are School property. They are not the property of any employee, even if created by an employee. Anything created on the computer or Internet may, and likely will, be reviewed by others. If necessary, employees shall take steps to help protect the security of documents. The School has the right, but not the duty, to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites employees visit on the Internet. Employees have no expectation of privacy in anything they create, store, send, or receive on their workplace computer, the School network, or Internet resources.

# CHARTER SCHOOL BOARD POLICY MANUAL

## POLICY GROUP 4 – PERSONNEL

### COMPUTER AND INFORMATION SYSTEMS MANAGEMENT

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#### **Restrictions**

- 1) Employees are not allowed to use School computer resource for any reason other than official School business.
- 2) Employees may not use e-mail or the Internet to send or receive materials, proprietary financial information, or other similar materials that violate copyright law.
- 3) The e-mail system may not be used to create any offensive or disruptive messages. Among those which are considered offensive are any messages that contain sexual implications, racial or gender-specific slurs, or any other comment that offensively addresses an individual's age, sexual orientation, religious or political beliefs, national origin, disability, or anything that could be construed as harassment or disparaging of others.
- 4) Employees should refrain from sending non-business related e-mails to other School employees or persons outside the School system.
- 5) The School is responsible for maintaining records of software licensing agreements for the School. In order to ensure compliance with copyright laws and software licensing agreements, and help prevent computer viruses from being transmitted through the system, employees are not permitted to install or download any software or content, such as music, videos, or non-work related "zipped" files onto the School's computer system without prior approval from the Campus Assistant Principal or designee.
- 6) Unauthorized duplication of software, often referred to as "piracy," is a federal crime. Employees are not permitted to make, acquire, or use unauthorized copies of computer software.

Employees who are authorized to use the School's electronic communications systems are required to abide by the provisions of this policy and any related administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action, up to and including termination of employment. Employees should notify their immediate supervisor(s) or the Information Systems Department upon learning of violations of this policy.

**CHARTER SCHOOL BOARD POLICY MANUAL**  
**POLICY GROUP 4 – PERSONNEL**  
**EMPLOYEE DRESS AND GROOMING STANDARDS**

PG-4.30

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment and in accordance with any additional standards established by the Superintendent or designee.

**CHARTER SCHOOL BOARD POLICY MANUAL**  
**POLICY GROUP 4 – PERSONNEL**  
**USE OF BUILDINGS AND FACILITIES**

PG-4.31

Employees of Pioneer Technology & Arts Academy (“School”) seeking to schedule use of School buildings and facilities must submit to the Campus Assistant Principal and Superintendent a request for such use.



**CHARTER SCHOOL BOARD POLICY MANUAL**  
**POLICY GROUP 4 – PERSONNEL**  
**TEXTBOOKS AND INSTRUCTIONAL SUPPLIES**

PG-4.32

**Title and Custody**

Each instructional material purchased by Pioneer Technology & Arts Academy (“School”) is the property of the School. This section applies to electronic instructional material only to the extent of any applicable licensing agreement.

**Distribution**

The Superintendent or designee shall distribute printed instructional materials to students in the manner that the Board of Directors determines is most effective and economical.

**Requests for Supplies**

Employees should initiate requests for instructional supplies through the Campus Assistant Principal.

**Electronic Media**

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (blogs), electronic forums (chat rooms), video-sharing web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as land lines, cell phones, and web-based applications.

**Use with Students**

The Superintendent or designee shall issue guidelines under which a certified or licensed employee—or any other employee designated in writing by the Superintendent or designee—may use electronic media to communicate with currently enrolled students about matters within the scope of the employee’s professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in Pioneer Technology & Arts Academy (“School”).

The guidelines developed by the Superintendent or designee shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which employees may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

School employees shall comply with the School’s requirements for records retention and destruction to the extent those requirements apply to electronic media.

**Personal Use**

Employees shall be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee’s use of electronic media violates state or federal law or School policy, or interferes with the employee’s ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

**Rationale**

Employees of Pioneer Technology & Arts Academy (“School”) are expected to avoid apparent or actual conflicts of interest, favoritism, or bias in their workplace relationships. Consensual romantic relationships can give rise to such realities or perceptions and are thus potentially exploitative, especially when they involve supervisor/subordinate relationships. In addition, such relationships can and often do create an uncomfortable work or educational environment for students and staff.

**Definition of Romantic Relationships**

A “romantic relationships” is one that involves or is a prelude to sexual intimacy. A romantic relationship may be manifest through, but is not limited to, one or more of the following workplace behaviors: a pattern of exclusivity between two persons; consensual physical touching that implies a romantic intention or desire; the sharing of personal information appropriate for a romantic relationship but beyond the boundaries of a professional workplace relationship; actual physical intimacy; written communications or other actions that demonstrate or imply a romantic interest.

**Relationships between Employees and Students**

Employees shall never form romantic relationships with students. Any sexual relationship between a student and an employee is prohibited and unlawful, even if consensual.

**Reportable Romantic Relationships between Employees**

Romantic relationships are generally discouraged between a School employee’s and that employee’s immediate or distant supervisor. The power differential makes such relationships open to abuse and to charges of sexual harassment or unprofessional conduct.

This policy is not intended to prohibit romantic or outside relationships among peers or colleagues; however, employees involved in such relationships are cautioned to avoid situations that may contribute to an uncomfortable work or educational environment for other employees or students.

**Reporting Requirements**

In the event that consensual romantic relationships exist or begin to develop between an employee and supervisor, the supervisor is charged with the responsibility of notifying his or her immediate supervisor of the relationship. The reporting supervisor shall cooperate in making appropriate workplace arrangements and adjustments, which may include but are not limited to reassignments of duties, departments and/or locations.

**Failure to Report or Cooperate**

**CHARTER SCHOOL BOARD POLICY MANUAL**  
POLICY GROUP 4 – PERSONNEL  
CONSENSUAL ROMANTIC RELATIONSHIPS

PG-4.34

Employees in positions of authority who fail to report a romantic relationship with a subordinate or fail to cooperate in efforts to reduce the potential for workplace conflicts as directed will be subject to disciplinary action, up to and including termination.

### **Introduction**

It is the policy of Pioneer Technology & Arts Academy (“School”) to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act (“CIPA”). It is the goal of this policy not only to prevent and protect, but also to educate employees, students, parents and the School community in Internet safety. The CIPA guidelines for an Internet Safety Policy have also been incorporated by the School into its Acceptable Use Agreement.

The Children’s Internet Protection Act, enacted December 21, 2000, requires recipients of federal technology funds to comply with certain Internet filtering and policy requirements. Schools and libraries receiving funds for Internet access and/or internal connection services must also meet the Internet safety policies of the Neighborhood Children’s Internet protection Act (“NCIPA”) that addresses the broader issues of electronic messaging, disclosure of personal information of minors, and unlawful online activities. The Protecting Children in the 21st Century Act, enacted October 10, 2008, adds an additional Internet Safety Policy requirement covering the education of minors about appropriate online behavior.

This policy is intended to be read together with the School’s Acceptable Use Policies for Technology and the Internet. All limitations and penalties set forth in the Acceptable Use Polices are deemed to be incorporated into this policy. Terms used in this policy and that also appear in CIPA have the meanings defined in CIPA.<sup>1</sup>

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<sup>1</sup> CIPA definitions of terms:

**Technology Protection Measure.** The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

1. **Obscene**, as that term is defined in section 1460 of title 18, United States Code;
2. **Child Pornography**, as that term is defined in section 2256 of title 18, United States Code; or
3. Harmful to minors.

**Harmful to Minors.** The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

**Sexual Act; Sexual Contact.** The terms “sexual act” and “sexual contact” have the meanings given such terms in section 2256 of title 18, United States Code.

### **Compliance with the Requirements of CIPA**

#### **Technology Protection Measures**

A Technology Protection Measure is a specific technology that blocks or filters Internet access. It must protect against access by adults and minors to visual depictions that are obscene, involve child pornography, or are harmful to minors. The School utilizes a sophisticated content filtering system that is compliant with CIPA and NCIPA on all computers that access the Internet.

#### **Access to Inappropriate Material**

To the extent practical, Technology Protection Measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communication, access to inappropriate information. Specifically, as required by CIPA, blocking shall be applied to visual and textual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to administrative approval, technology protection measures may be disabled or, in the case of minors, minimalized only for bona fide research or other lawful purposes.

Any attempt to bypass, defeat, or circumvent the Technology Prevention Measures is punishable as a violating of this policy and of the Acceptable Use Policies.

#### **Inappropriate Network Usage**

To the extent practical, steps shall be taken to promote the safety and security of users of the School’s online computer network when using electronic mail, chat rooms, blogging, instant messaging, online discussions and other forms of direct electronic communications. Without limiting the foregoing, access to such means of communication is strictly limited by the Acceptable Use Policies.

Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called “hacking” and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

#### **Supervision and Monitoring**

It shall be the responsibility of all professional employees (pedagogical and administrative staff) to supervise and monitor usage of the School’s computers, computer network and access to the Internet in accordance with this policy, the Acceptable Use Policies, and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Campus Assistant Principal or designee.

**Education**

The School will advocate and education employees, students, parents and the School community on Internet safety and “cyber-bullying.” Education will be provided through such means as professional development training and materials to employees, PTO/PTA presentations, and the School’s website.

**Cyber-Bullying**

The Acceptable Use Policies include provisions intended to prohibit and establish penalties for inappropriate and oppressive conduct, including cyber-bullying.

The School is a place of tolerance and good manners. Students may not use the network or any School computer facilities for hate mail, defamatory statements, statements intended to injure or humiliate others by disclosure of personal information (whether true or false), personal attacks on others, and statements expressing animus towards any person or group by reason of race, color, religion, national origin, gender, sexual orientation or disability.

Network users may not use vulgar, derogatory, or obscene language. Network users also may not post inappropriate anonymous messages or forge e-mail or other messages.

Furthermore, the School computers and network facilities may not be used for any activity, or to transmit any material, that violates United States, State of Texas, or local laws. This includes, but is not limited to, any threat or act of intimidation or harassment against another person.

## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 – PERSONNEL**

#### **EMPLOYEE ACCEPTABLE USE**

PG-4.36

With the use of technology, including the internet, intranet, hardware and software, Pioneer Technology & Arts Academy (“School”) is expanding learning access for students, staff, and parents. With this opportunity comes the responsibility for appropriate use. The School’s Acceptable Use Policy explains and defines responsible and ethical use of educational and administrative technology for all employees. All rules embodied herein are designed to guide employees in appropriate and acceptable use of School technology, and are designed to protect both the employee and the School. This policy also governs the use of the School’s electronic mail accounts and employee-owned personal electronic devices, including laptops, portable and handheld computing devices, and cellular telephones.

#### **Computers**

The School’s electronic communications systems, including its network and access to the internet, are primarily for administrative and instructional purposes. Limited personal use of the system is permitted if the use:

- 1) Does not result in any direct cost paid with State funds, or if the School’s charter holder is reimbursed for any direct costs involved;
- 2) Does not relate to private commercial purposes; and
- 3) Involves only incidental amounts of employee time, comparable to reasonable coffee breaks during the day.

#### **Electronic Network Use Guidelines and Safety Policy**

The operation of technology in the School system relies heavily on the proper conduct of users. Every School user has the responsibility to respect and protect the rights of every other user. School users are expected to act in a responsible, ethical and legal manner, in accordance with the missions and purposes of the school.

The School’s computer systems are for use by authorized individuals only. Any unauthorized access to these systems is prohibited and is subject to criminal and civil penalties. Use of any network or computing resources must be consistent with the rules appropriate to that network.

All network users are expected to use moral and ethical guidelines in making appropriate decisions regarding network use. Use of the School network is a privilege, not a right, and inappropriate use will result in cancellation of that privilege, disciplinary action, and/or prosecution. Prior to participation, a potential network user will receive information pertaining to the proper use of the network and sign a user agreement. School administrators will decide what constitutes inappropriate use of the network; their decision



is final. Violations will be dealt with in accordance with the School's Student Code of Conduct or Employee Handbook, or local, state, or federal law.

Unacceptable conduct on the School network includes, but is not limited to:

- Using the network for any illegal activity including, but not limited to, "hacking," copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and computer tampering.
- Transmitting material in violation of any federal, state, or local law or School policy.
- Using School technology for financial or commercial or personal gain.
- Degrading or disrupting equipment or system performance.
- Vandalizing hardware.
- Viewing, copying, altering, or destroying data, software, documentation, or data communications belonging to the School or another individual without authorized permission.
- Unauthorized use of School resources, including hardware (*i.e.*, digital camera, projector, etc.) and printers for reasons other than job-related duties or School business.
- Adding personal computers, printers, and software to the School network.
- Gaining unauthorized access to resources or entities.
- Invading the privacy of individuals.
- Using another individual's user-name and password.
- Disclosing a system password to another employee or student, or attempting to disclose another employee's or student's password.
- Placing of unlawful information on a system.
- Using the School network for political lobbying.
- Intentionally accessing pornographic, inappropriate, or unauthorized material either directly or in proxy.
- Intentionally bypassing the School's network systems and/or policies.
- Intentionally transmitting viruses or making changes that may result in the loss of an individual's work or access to the School network.
- Chain letters of any type that would cause congestion of the School network or otherwise interfere with the work of others.
- Installing software onto computers without appropriate approval.
- Paying access fees or committing School financial resources without formal authorization.

**Security** – Security is a high priority due to the number of users. Computer security cannot be made perfect, and it is likely that a determined user could access computer

resources for inappropriate purposes or that an inquisitive user could encounter unacceptable material. Identified security problems should be reported to a system administrator or appropriate supervisor immediately and not shared with other users. Attempts to log on as another user may result in cancellation of user privileges. Any user identified as a security risk will be denied access to the system.

**Vandalism** – Vandalism is defined as any deliberate attempt to harm or destroy data or property of the School or another network user, the internet/intranet, or other networks. This includes the creation of or uploading of computer viruses to the internet/intranet or host site and destruction of hardware. Vandalism will result in cancellation of user privileges.

**Online Harassment** – Online harassment is defined as using the name or persona of another individual to create a web page on or to post one or more messages on a commercial networking site without obtaining the other individual's consent with the intent to harm, defraud, intimidate, or threaten any person. Online harassment also includes sending an electronic mail, instant message, text message, or similar communication that references a name, domain address, phone number, or other item of identifying information belonging to any individual without obtaining the individual's consent with the intent to harm or defraud any person and to cause the recipient of the communication to reasonably believe that the other individual authorized or transmitted the intention.

**Cyber-Bullying** – Cyber-bullying is defined as a situation where a child, preteen, or teen is tormented, threatened, harassed, humiliated, embarrassed, or otherwise targeted by another individual using the internet, interactive and digital technologies, or mobile phones. Users of the School network are expected to refrain from such conduct.

**Installing Software** – Use of computer software is governed by copyright laws and network configurations. Care must be taken to avoid copyright violations and disruptions of the network related to incompatible or corrupted software; therefore, installation of any program or application onto any computer with access to the School's electronic network must be approved by the Campus Assistant Principal or designee.

**Monitoring** – All computers are the property of the School and are subject to searches or removal at any time. There is no privacy on the School network. The School will monitor any e-mail, network, and internet activity occurring on School equipment or accounts. Anyone using the School network expressly consents to such monitoring. The School currently employs filtering software to limit access to sites on the internet. If the School discovers activities that do not comply with applicable law or school policy, prosecution and/or termination of user privileges will occur without warning.

**E-mail Retention** – Employees are required by law to retain certain e-mails, including communications referring to students made to parents, administrators, or law enforcement officials. Employees are responsible for archiving such communications.

**Internet Safety** – It shall be the responsibility of all School staff to educate, supervise, and monitor appropriate usage of the School network and access to the internet in accordance with this policy, the Children’s Internet Protection Act, the Neighborhood Children’s Internet Protection Act, and the Protecting Children in the 21st Century Act.

Use of the internet and other telecommunication activities must be in support of education and research that is consistent with the educational goals, objectives, and policies of the School.

In the classroom, student access to and use of the internet will be under teacher direction and will be monitored as any other classroom activity. However, it is impossible to control all materials on a global network and users may encounter inappropriate or objectionable information. Even with filtering, the School cannot prevent the possibility that some users may access material that is not consistent with the educational mission, goals, and policies of the school.

Each School computer with internet access shall have a filtering device or software that blocks access to visual depictions that are obscene, child pornography, inappropriate for students, or to any material deemed harmful to minors as defined by the Children’s Internet Protection Act and as determined by the Campus Assistant Principal or designee.

### **The School Electronic Mail System**

Electronic mail is a critical mechanism for communications at the School. However, use of the School’s network, internet, and electronic mails systems and services are a privilege, not a right, and therefore must be used with respect and in accordance with the goals of the School.

The objectives of this policy are to outline appropriate and inappropriate use of the School’s electronic mail systems and services in order to minimize disruptions to services and activities, as well as to comply with applicable policies and laws.

Electronic mail access at the School is controlled through individual accounts and passwords. Each user of the School’s electronic mail system is required to read and sign a copy of the Acceptable Use Policy prior to receiving an electronic mail account and password. Employees are responsible for protecting the confidentiality of their account and password information.

Electronic mail access will be terminated when the employee or third party terminates their association with the School, unless other arrangements are made. The School is under no obligation to store or forward the contents of an individual's electronic mail inbox/outbox after the term of his or her employment has ceased.

Important official communications are often delivered via electronic mail. As a result, School employees with electronic mail accounts are expected to check their accounts in a consistent and timely manner so that they are aware of important announcements and updates, as well as for fulfilling business and role-oriented tasks. Employees are responsible for mailbox management, including organization and cleaning. Employees are also expected to comply with normal standards of professional and personal courtesy and conduct.

The School's electronic mail systems and services are not to be used for purposes that could be reasonably expected to cause excessive strain on systems. Individual use must not interfere with others' use and enjoyment of the School's electronic mail system and services. Employees will comply with all applicable laws, School policies, and School contracts.

The following activities are deemed inappropriate uses of the School's electronic mail systems and are prohibited:

- Use of electronic mail for illegal or unlawful purposes, including copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, soliciting for illegal pyramid schemes, and computer tampering (e.g., spreading of computer viruses).
- Use of electronic mail in any way that violates School policies, rules, or administrative orders.
- Viewing, copying, altering, or deletion of electronic mail accounts or files belonging to the School or another individual without authorized permission.
- Sending of unreasonably large electronic mail attachments. The total size of an individual electronic mail message sent (including attachment) should be \_\_\_\_ or less.
- Opening electronic mail attachments from unknown or unsigned sources. Attachments are the primary source of computer viruses and should be treated with utmost caution.
- Sharing electronic mail account passwords with another person, or attempting to obtain another person's password. Accounts are to be used only by the registered user.
- Excessive personal use of School electronic mail resources. The School allows limited personal use for communication with family and friends, independent

learning, and public services so long as it does not interfere with staff productivity, preempt any business activity, or consume more than a trivial amount of resources. The School prohibits personal use of its electronic mail systems and services for unsolicited mass mailings, non-School commercial activity, political campaigning, dissemination of chain letters, and use by non-employees.

### **Usage of Personal Electronic Devices**

Employees are restricted in their usage of employee-owned personal electronic devices on School property and at School-sponsored events. Personal electronic devices include but are not limited to employee-owned desktop, laptop, tablet, and handheld computing devices (whether wired or wireless), USB drives, and cellular telephones.

The following activities are regulated by the Acceptable Use Policy:

- Employees are prohibited from using a camera phone (a cellular phone including a camera capable of capturing and transmitting still or full motion images) in any way that violates School policies, including illicit and illegal use.
- Employees may not use personal electronic devices or media including but not limited to CD/DVD burners and USB drives to illegally duplicate and/or distribute copyrighted materials.
- Employees may not load a bootable, alternate operating system on any School-owned computer from any employee-owned source or media.
- Employees are prohibited from using any portable wired, USB IP-telephone devices or wireless Wi-Fi IP telephone devices (such as Vonage, V-phone, or MagicJack) that can make or place calls to or from a private phone number on School networks at any time.
- Employees may not acquire, through wired or wireless connection, School-provided network or internet access from any employee-owned computing device without the prior permission of the Campus Assistant Principal.

### **Disclaimer**

The School shall not be liable for any employee's inappropriate use of electronic communication resources, violations of copyright restrictions, user mistakes or negligence, or costs incurred by users. The School shall not be responsible for ensuring the accuracy or usability of any information found on the Internet/World-Wide Web.

Electronic mail transmissions, faxes, and program or data files sent, received, created, or accessed by employees are not considered confidential and may be monitored at any time by designated staff to insure appropriate use of educational and administrative technology.

The School reserves the right to restrict or terminate internet, network, or computer access at any time for any reason. The School also reserves the right to monitor internet, network, and computer activity in any way necessary to maintain the integrity and security of the network and the privacy and accuracy of user information.

**Consequences for Violations of the Employee Acceptable Use Policy**

Violations of this policy will be treated like other allegations of wrongdoing at the School. The use or installation of any software or device onto any computer or network for the purpose of controlling, collecting logins, or accessing any data or systems without written permission will result in disciplinary action. Allegations of misconduct will be adjudicated according to established procedures. Sanctions for violations of this policy may include, but are not limited to, one or more of the following:

- Temporary or permanent revocation of access to some or all computing and networking resources and facilities.
- Disciplinary action, up to and including termination.
- Legal action according to applicable laws and contractual agreements.

## **CHARTER SCHOOL BOARD POLICY MANUAL**

### **POLICY GROUP 4 – PERSONNEL**

#### **CELLULAR AND WIRELESS TELEPHONE ACCEPTABLE USE**

PG-4.37

#### **Access to Cellular and/or Wireless Telephone Equipment and Accounts**

Access to cellular and/or wireless telephone equipment and accounts is made available exclusively for instructional and administrative purposes in accordance with guidelines and regulations developed by Pioneer Technology & Arts Academy (“School”). Access to this equipment is a privilege, not a right, and can be revoked at any time.

The Superintendent or designee shall develop and define guidelines for the responsible and ethical use of School-supplied telephone equipment and accounts. Such guidelines shall be distributed to all School employees.

#### **Consequences for Violations**

Violations of the School’s guidelines for access to cellular and/or wireless telephone equipment and accounts will be treated like other allegations of wrongdoing. Allegations of misconduct will be adjudicated according to established procedures. Sanctions for violations of these guidelines may include, but are not limited to, one or more of the following:

- Temporary or permanent revocation of access to some or all cellular or wireless telephone resources.
- Disciplinary action, up to and including termination.
- Legal action according to applicable laws and contractual agreements.