Pro-Vision Educational Services

DBA

Pro-Vision Academy Middle School

and

Pro-Vision Academy High School

EMPLOYEE HANDBOOK

Paul Steets | Interim President
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Revised Summer 2021
Pro-Vision Educational Services DBA
Pro-Vision Academy Middle School &
Pro-Vision Academy High School

EMPLOYEE HANDBOOK
(with accompanying supplements, as necessary)

Issued to:

________________________________________

Date Issued:

________________________________________

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

By signing below, I acknowledge that I have received a copy of the Employee Handbook (and State Supplement, if necessary) for my reference as to procedures, work rules and benefits. This Handbook and supplement are intended as a guide, not a contract, and are not a guarantee of any rights, privileges or conditions of employment. Contents of the Handbook and supplement are subject to change at any time by Pro-Vision Educational Services, Inc. DBA Pro-Vision Academy Middle School and Pro-Vision Academy High School (the “Employer”). No one has the authority to make any oral promises to or contracts with an applicant or Employee on behalf of the Employer.

I understand and agree that, unless I have a separate, written individual contract with my Employer stating otherwise, I am employed with my Employer “At Will”. This means that either my Employer or I may end the relationship at any time, for any reason. Neither this Handbook nor the supplement should be construed as an employment contract,

Date: ________________  Signature: ___________________
  Print Name: ___________________

Duplicate copies of the acknowledgement of receipt and understanding are included so that one copy may be retained by the Employee and the other by your Employer in your personnel file.
# TABLE OF CONTENTS

**Contents**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welcome</td>
<td>7</td>
</tr>
<tr>
<td>Equal Employment Opportunity Policy</td>
<td>8</td>
</tr>
<tr>
<td>Employment Relationship</td>
<td>8</td>
</tr>
<tr>
<td>Change in Policy</td>
<td>8</td>
</tr>
<tr>
<td>Employment Categories</td>
<td>9</td>
</tr>
<tr>
<td>Full-Time</td>
<td>9</td>
</tr>
<tr>
<td>Part-Time</td>
<td>9</td>
</tr>
<tr>
<td>Review Period</td>
<td>9</td>
</tr>
<tr>
<td>Temporary Employees</td>
<td>9</td>
</tr>
<tr>
<td>Exempt/Non-Exempt</td>
<td>9</td>
</tr>
<tr>
<td>Fingerprinting</td>
<td>Employee &amp; Applicant Background Checks</td>
</tr>
<tr>
<td>Employment Checks</td>
<td>10</td>
</tr>
<tr>
<td>Criminal History Record Information</td>
<td>10</td>
</tr>
<tr>
<td>Termination or Refusal to Hire</td>
<td>10</td>
</tr>
<tr>
<td>Confidentiality of Information</td>
<td>12</td>
</tr>
<tr>
<td>Discrimination Based on Criminal History</td>
<td>12</td>
</tr>
<tr>
<td>Fingerprinting</td>
<td>12</td>
</tr>
<tr>
<td>Immigration Law Compliance</td>
<td>13</td>
</tr>
<tr>
<td>Reporting an Educator’s Misconduct</td>
<td>13</td>
</tr>
<tr>
<td>Unprofessional Relationships</td>
<td>14</td>
</tr>
<tr>
<td>Payroll Administration</td>
<td>15</td>
</tr>
<tr>
<td>Underpayment and Overpayment</td>
<td>15</td>
</tr>
<tr>
<td>Time-Keeping Procedures</td>
<td>15</td>
</tr>
<tr>
<td>Annualized Compensation</td>
<td>16</td>
</tr>
<tr>
<td>Work Schedule/Hours</td>
<td>16</td>
</tr>
<tr>
<td>Overtime</td>
<td>16</td>
</tr>
</tbody>
</table>

4590 Wilmington Street. Houston, Texas 77051  
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<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Ethical Conduct, Practices and Performance</td>
<td>28</td>
</tr>
<tr>
<td>Ethical Conduct Toward Professional Colleagues</td>
<td>29</td>
</tr>
<tr>
<td>Ethical Conduct Towards Students</td>
<td>29</td>
</tr>
<tr>
<td>Communication</td>
<td>30</td>
</tr>
<tr>
<td>Conduct and Behavior</td>
<td>31</td>
</tr>
<tr>
<td>Sound Judgment</td>
<td>31</td>
</tr>
<tr>
<td>Truthfulness</td>
<td>31</td>
</tr>
<tr>
<td>Performance of Duty</td>
<td>31</td>
</tr>
<tr>
<td>Chain of Command</td>
<td>31</td>
</tr>
<tr>
<td>Compliance with Orders</td>
<td>32</td>
</tr>
<tr>
<td>Supervisors Responsibilities</td>
<td>32</td>
</tr>
<tr>
<td>Delegation of Responsibility</td>
<td>32</td>
</tr>
<tr>
<td>Safety</td>
<td>33</td>
</tr>
<tr>
<td>Workplace Injuries</td>
<td>33</td>
</tr>
<tr>
<td>Guns and Firearms</td>
<td>33</td>
</tr>
<tr>
<td>Substance Abuse Policy</td>
<td>33</td>
</tr>
<tr>
<td>Purpose of Policy</td>
<td>33</td>
</tr>
<tr>
<td>Prohibited Conduct</td>
<td>34</td>
</tr>
<tr>
<td>Substance Screening</td>
<td>35</td>
</tr>
<tr>
<td>Substance Screening Methods and Limits</td>
<td>36</td>
</tr>
<tr>
<td>Employee Notification of Criminal Drug Conviction or License Suspension</td>
<td>37</td>
</tr>
<tr>
<td>Consequences of Failure to Comply with this Policy</td>
<td>37</td>
</tr>
<tr>
<td>Reporting Child Abuse</td>
<td>37</td>
</tr>
<tr>
<td>Dispute Resolution</td>
<td>38</td>
</tr>
<tr>
<td>Disciplinary Procedures</td>
<td>39</td>
</tr>
<tr>
<td>Types of Disciplinary Action</td>
<td>40</td>
</tr>
<tr>
<td>Reasonable Accommodation for Qualified Employees with Disabilities</td>
<td>41</td>
</tr>
<tr>
<td>Email and Internet</td>
<td>41</td>
</tr>
<tr>
<td>Use and Care of Employer Property</td>
<td>42</td>
</tr>
<tr>
<td>Personal Appearance</td>
<td>42</td>
</tr>
<tr>
<td>Dress Code</td>
<td>43</td>
</tr>
<tr>
<td>Business Professional (Based on Job Assignment)</td>
<td>43</td>
</tr>
<tr>
<td>Topic</td>
<td>Page</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Inappropriate Attire</td>
<td>44</td>
</tr>
<tr>
<td>No Soliciting</td>
<td>44</td>
</tr>
<tr>
<td>Change in Status</td>
<td>44</td>
</tr>
<tr>
<td>Confidentiality</td>
<td>45</td>
</tr>
<tr>
<td>Attitude</td>
<td>45</td>
</tr>
<tr>
<td>Outside Employment</td>
<td>45</td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>45</td>
</tr>
<tr>
<td>Telephone</td>
<td>46</td>
</tr>
<tr>
<td>Breaks</td>
<td>46</td>
</tr>
<tr>
<td>No Privacy</td>
<td>46</td>
</tr>
<tr>
<td>Electronic Media- Acceptable Use</td>
<td>47</td>
</tr>
<tr>
<td>Personnel Files</td>
<td>47</td>
</tr>
<tr>
<td>Visitors</td>
<td>47</td>
</tr>
<tr>
<td>Separation Policy</td>
<td>47</td>
</tr>
<tr>
<td>Lay-offs</td>
<td>47</td>
</tr>
<tr>
<td>Discharges</td>
<td>48</td>
</tr>
<tr>
<td>Voluntary Resignation</td>
<td>48</td>
</tr>
<tr>
<td>Performance-Based Release</td>
<td>48</td>
</tr>
<tr>
<td>Acts of Misconduct</td>
<td>48</td>
</tr>
<tr>
<td>COBRA/Group Health Continuation Coverage</td>
<td>49</td>
</tr>
<tr>
<td>Employee Communication</td>
<td>49</td>
</tr>
<tr>
<td>Performance Evaluation</td>
<td>50</td>
</tr>
<tr>
<td>Exit Interview</td>
<td>50</td>
</tr>
<tr>
<td>Title IX Supplement</td>
<td>53</td>
</tr>
<tr>
<td>Grievance/Dispute Resolution Form</td>
<td>65</td>
</tr>
<tr>
<td>COVID-19 Health and Safety Supplement</td>
<td>68</td>
</tr>
</tbody>
</table>
Welcome

We would like to take this opportunity to welcome you to Pro-Vision Educational Services DBA “Pro-Vision Academy Middle School and Pro-Vision Academy High School”. We hope your new job will live up to your expectations and your stay with us will be a rewarding one. By asking you to join our team, we are demonstrating that we believe you have the ability to contribute in a unique way to the success of our company. We hope you will find Pro-Vision Educational Services DBA “Pro-Vision Academy Middle School and Pro-Vision Academy High School” a great place to work, and it will fulfill your professional expectations.

We are pleased to provide you with you Employee Handbook, which will acquaint you with policies, work rules, pay, and benefits that apply to all employees. The material in this handbook is presented as a matter of information only, and its content should not be interpreted as a contract between the company and its employees. One of your first responsibilities is to become familiar with the contents of the Handbook. If required, a “State Supplement” is provided to you, along with this Handbook, and the policies contained in the State Supplement should be considered part of this Handbook.

Please understand that this Handbook and the Supplement only highlight certain sections of your Employer’s procedures and rules and only generally describes current benefits. It is by no means exhaustive. There are a number of procedures and rules followed by your Employer dealing with our business, which are established by laws, regulations and standards that are dictated by state and federal authorities. There are also summary plan descriptions or other materials, which outline current health insurance or medical plans and retirement benefits in more detail. Also, neither this Handbook, nor the State Supplement, can anticipate every situation or answer every question about employment matters. For this reason, you should always contact your supervisor if you have a circumstance or question for which you cannot locate an answer in the Handbook.
Equal Employment Opportunity Policy

Your Employer believes that all persons are entitled to equal employment opportunity and does not discriminate against its Employees or applicants because of race, color, religion, sex, sexual preference, national origin, ancestry, age, material status, disability, veteran status or any other basis prohibited by federal, state or local law. Equal employment opportunity will be extended to all persons in all respects of your Employer-employee relationship, including recruitment, hiring, training, promotion, transfer, discipline, layoff and termination. (See TCSA Model Board Policy 666:020)

Employment Relationship

It is the policy of your Employer that all Employees who do not have a written, individual Employment contract with Pro-Vision Educational Services DBA “Pro-Vision Educational Academy Middle School and Pro-Vision Academy High School” for a specific, fixed term of employment are employed “AT WILL” for an indefinite period. This means that your Employer can terminate Employees’ employment at any time. For any reason, with or without cause or notice. At the same time, Employees may terminate their employment with the Employer at any time for a reason. No employer representative is authorized to orally modify “AT WILL” policy for any Employee or to enter into any oral agreement contrary to this policy.

Change in Policy

Your Employer reserves the right to amend, supplement or rescind any provisions of the Handbook – except for the provision of “AT WILL” employment – as it seems appropriate in its sole and absolute discretion. All such amendments, supplements or changes of any kind will be circulated in writing. Revisions may be in the form of e-mail memoranda. Updates to the Handbook and State Supplement will be distributed as soon as feasible. Please keep your copy of the Handbook and State Supplement readily available and insert the updated material promptly so that it remains current. This Handbook replaces and supersedes all other versions of the Handbook, and all other handbooks or employment policies addressing the same subject matter that may have been distributed in your Employer’s workplace. All changes in the handbook will be made by the Superintendent.
Employment Categories

Full-Time - A “full-time Employee” is one who is regularly scheduled to work 40 or more hours per week and has been employed by your employer for more than 90 consecutive calendar days.

Part-Time - Part-time Employees are not eligible for Employer-sponsored employee benefits, except those mandated by law. A “part-time Employee” is one who is regularly scheduled to work less than 20 hours per week and has been employed by your Employer for more than 90 consecutive calendar days, unless otherwise stated in our Employee benefit plan or approved by the Superintendent. These include Teacher’s Retirement System withdrawals for over twenty hours a week and health insurance benefits for those working over twenty hours per week.

Review Period - All Employees go through a “Review Period” of 90 days. During the Review Period, performance is being evaluated to determine whether further employment with the District is appropriate for both parties. Employees who satisfactorily complete the Review Period will be notified of their new employment classification. Progression beyond the review category does not diminish the District’s employment “AT WILL” relationship with its employees.

Temporary Employees - A Temporary Employee is one who is hired, or is under contract to work for a specifically defined time to meet a special business need or emergency. Temporary Employees may not be eligible for Employer-sponsored employee benefits, even if the duration of their employment extends beyond the original agreed-upon length of time, and even if they are “employees” of this Employer under common law.

Exempt/Non-Exempt - Whether during the Review Period, Full-time, Part-time or other status, Employees are generally classified as either “exempt” or “non-exempt”. An exempt Employee is one who, under the provisions of the federal Fair Labor Standards Act, state or local law does not receive additional pay for overtime work. Exempt Employees are paid a salary to compensate them for all hours worked in a week, however few or many. Exempt employees may be required to work more than the anticipated work schedule without receiving additional remuneration (extended hours during the week for tutoring, Saturday school, in-service training, etc.). A non-exempt Employee is one who does not meet the federal, state or local exemption requirements and is entitled to receive additional pay for any overtime worked.
Fingerprinting | Employee & Applicant Background Checks

Employment Checks

Pro-Vision Educational Services performs annual criminal history and fingerprinting checks as required by law, and checks applicant employment references. At the time of employment, applicants are required to disclose a prior record when requested to do so. Failure to do so could result in termination of employment or a decision not to hire. A review committee assesses the records of employees found to have criminal records that may bar them from hiring or continued employment at Pro-Vision Educational Services.

Criminal History Record Information

The Pro-Vision Educational Services is authorized by state law to obtain a criminal history record/information on potential employees. Additionally, national criminal history checks based on an individual’s fingerprints, photo, and other identification will be conducted on employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides The Pro-Vision Educational Services and SBEC with access to an employee’s current national criminal history and updates to the employee’s subsequent criminal history.

Termination or Refusal to Hire

The Pro-Vision Educational Services is required by state law to discharge or refuse to hire an employee or applicant for employment if The Pro-Vision Educational Services obtains information through a criminal history record information review (or otherwise) 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 Pro-Vision Educational Services 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”).

The Pro-Vision Educational Services also has a local policy regarding prior convictions. An employee who is arrested for, convicted of, or receives deferred adjudication must report each
arrest to the Superintendent within three calendar days of the arrest. An Employee who fails to report an arrest within three day can be considered for termination. The Pro-Vision Educational Services does not consider an arrest a conviction, but guilty pleas, no contest pleas, deferred adjudication and any court findings, other than dismissed, will be considered when determining hiring eligibility and termination.

1) Will not hire or cause for discharge
   a. Title 5, Panel Code or equivalent state or federal offenses
   b. Applicants currently serving probation for any offense
   c. Extreme violence (aggravated assault/aggravated battery, murder, attempted murder)
   d. Sexual offense (lewd and lascivious, sexual battery, etc.)
   e. Kidnapping
   f. Robbery
   g. Manslaughter/homicide
   h. Indecent Exposure (sexual in nature)
   i. Sale of controlled substances
   j. Crime against a minor
   k. Crime using a weapon that could cause injury to a person
   l. Convicted of any Economic Espionage Act offense
   m. Convicted of fraud
   n. Convicted of embezzlement as a felony
   o. Any conviction that prohibits an individual being covered by The Pro-Vision Educational Services’ Liability Insurance

2) Will not hire or cause of discharge if offense is less than 10 years old (will consider and carefully review if over 10 years old)
   a. Domestic violence (felony)
   b. Felony drug use or possession
   c. Grand theft
   d. Burglary related to theft
   e. Felony possession of concealed weapon
   f. Felony battery assault
   g. Forgery
   h. Solicitation of prostitution
   i. Prostitution
   j. Felony shoplifting
   k. Other felony crimes

3) Will not hire or cause for discharge if offense is less than 5 years old (will consider and carefully review if over 5 years)
   a. Misdemeanor drug use or possession (and/or drug paraphernalia)
   b. Misdemeanor possession of concealed weapon (or improper use of weapon)
   c. Battery/assault
   d. Resisting arrest with violence
e. Domestic Violence (misdemeanor)
f. 3 DWI’s in 5-year period
g. Misdemeanor shoplifting
h. Other misdemeanor criminal offenses related to theft, robbery and vandalism
i. Sale of alcohol to a minor
j. Check fraud, credit card fraud, identity theft

4) Judgement: Case-by-Case Review
   a. DWI- one incident
   b. Criminal traffic offenses, class A or B misdemeanor
   c. Other miscellaneous criminal offenses that may determine “patterns of living” due to numerous occurrences that may not be considered good moral example
   d. Disorderly conduct
   e. Three or more arrests in a 5-year period that do not result in convictions
   f. Petty theft
   g. Cruelty to animals
   h. Resisting arrest without violence
   i. Weapons charges

The Pro-Vision Educational Services reserves the right to amend the above listing of convictions without warning or notice.

Confidentiality of Information

An employee’s criminal history record/information may not be released or disclosed, except when disclosure is authorized by law.

Discrimination Based on Criminal History

Except as required by state or federal law, The Pro-Vision Educational Services 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 Pro-Vision Educational Services 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, it is the policy of the School, 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.

Fingerprinting
In compliance with state law, all employees and substitutes hired must complete the fingerprinting process with SBEC/Texas DPS Clearinghouse prior to employment.

Immigration Law Compliance

The Pro-Vision Educational Services is committed to employing only United States citizens and aliens authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility no later than the third day of work. Former employees who are rehires must also complete the form if they have not completed an I-9 within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resource at hr@pvacademy.org.

Reporting an Educator’s Misconduct

The Superintendent of The Pro-Vision Educational Services shall promptly notify the SBEC by filing a written report (within 7 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) That an educator, applicant for, or holder of an educator’s certificate has a reported criminal history;
2) That an educator or certificate holder was terminated for committing any of the following acts:
   a. Sexual or physical abuse of a student or minor or engaging in any other unlawful conduct 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 any certificate or permit that would entitle the individual to be employed in a position requiring such a certificate or permit or to receive additional compensation associated with a position;
   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;
g. Engaging in conduct that violated the assessment instrument - security procedures established by Education Code section 39.0301.

3) That a certificate holder resigned, and reasonable evidence supported a recommendation to terminate the individual because he or she committed one of the acts specified in paragraph 2 above.

In accordance with state law, the Campus or Central Office Administrator 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. An investigation of the educator’s misconduct must be completed even if the educator resigns from employment before the completion of the investigation. If the educator is arrested and law enforcement requests that the school cease its investigation and the Campus or Central Office Administrator is unable to complete the investigation, the Campus or Central Office Administrator is still required to timely report to SBEC that the investigation was interrupted at the request of law enforcement.

Unprofessional Relationships

A manager or supervisors who becomes romantically involved with someone he/she supervises, or with someone whose terms and conditions of employment he/she has the ability to influence, exposes himself/herself and The Pro-Vision Educational Services to charges of favoritism, improper use of authority, and possibly sexual harassment. Even when no inappropriate conduct is involved, management fraternization with a subordinate employee may appear to others to involve improper use of authority. In order to avoid the dangers of management fraternization with a subordinate employee, and to help prevent even the appearance of improper conduct, it is The Pro-Vision Educational Services’ policy that managers, supervisors, or any other employee who has the authority to directly or indirectly affect the terms and conditions of another’s employment shall not fraternize with that employee. The fraternization prohibited by this policy includes dating, romantic involvement, sexual relations, or the exchange of affections.

The Pro-Vision Educational Services does not intend this fraternization policy to otherwise discourage friendship or social activities among The Pro-Vision Educational Services employees. This policy applies to all of The Pro-Vision Educational Services employees. Should a personal relationship prohibited by this policy be contemplated, the supervisor or manager involved is required to notify his or her manager immediately. Where a personal relationship prohibited by this policy exists, The Pro-Vision Academy shall take whatever action it believes is necessary to remove the parties from any continued supervisory lines of authority between them.

The Pro-Vision Educational Services recognizes that the question of whether a relationship constitutes fraternization or simply a social relationship is a very personal issue; however, because of the potential for inappropriate conduct, employees are encouraged to bring any questions regarding fraternization to the attention of his/her immediate supervisor.
The fraternization policy in no way constitutes a contract of employment and does not alter, modify, or otherwise change the employees’ at-will employment relationship with The Pro-Vision Academy.

Payroll Administration

Salaried or “exempt” Employees and Hourly or “non-exempt” Employees are paid every two weeks. The workweek begins on Monday of each calendar week and ends on Sunday.

Every effort will be made to avoid mistakes in the paychecks. Should an error be discovered, the Employee should take the check to his/her supervisor for review. In the case of an error, a correction will be made on the next paycheck. Similarly, in the event that a paycheck is lost or stolen, the Employee should notify his/her supervisor immediately. Employees are encouraged to take advantage of direct deposit in order to prevent potential paycheck losses.

Upon resignation or discharge, an Employee’s final paycheck will be direct deposited, as usual.

Underpayment and Overpayment

The Pro-Vision Educational Services strives to 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. In the unlikely event that there is an error in the amount of pay, the employee shall promptly bring the discrepancy to the attention of his or her supervisor so that corrections can be made as quickly as possible. If the employee has been paid in excess of what he or she has earned, the employee shall return the overpayment to The Pro-Vision Educational Services as soon as possible. No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid.

Time-Keeping Procedures

Federal law requires us to keep timely and accurate time records on all non-exempt (hourly) employees. In order for this to be accomplished, it is necessary that every employee accurately record all hours worked, including lunch periods. Under no circumstances are you to record another employee’s time or permit them to record yours. Violation of this regulation will result in immediate disciplinary action, up to and including termination.
Annualized Compensation

Exempt employees will be paid over twelve months, in equal bi-monthly installments, from the start of the fall to the end of the summer pay schedule. Any employee in this category will be paid through the end of the summer pay schedule, regardless of the start date within the academic year. Non-exempt employees will be paid as they work; pay for non-exempt employees is not annualized.

Work Schedule/Hours

In order to meet the needs of our clients, Employee work hours may be varied, and will be set by each Employee’s supervisor.

Payroll Deductions

Federal income tax and, where applicable, as well as Teacher Retirement System (TRS) or Social Security (FICA) and Medicare tax, will be deducted from all paychecks as required by law. The amount of this deduction will be determined on the basis of earnings and number of dependents, according to the schedule prescribed by the Internal Revenue Service. Possible additional deductions include, such as health insurance co-payments and 403b deductions. A statement of total annual earnings and tax withheld will be provided to each Employee by approximately January 31st of the year following the earning period. If an employee believes there is an incorrect deduction amount, he/she must promptly report this to the business office.

Payroll Procedures

An application for a payroll deduction is not required for the following types of payroll deductions:

- Payroll deductions required by federal or state statute
- Payroll deductions required by valid court order
- Payroll deductions for any approved The Pro-Vision Educational Services employee benefit program
- Within ten (10) days from the receipt of a completed Payroll Deduction Application
- Payroll Services within five business days of receipt and in accordance with the current payroll schedule.
- Payroll deductions for not reporting to work on your schedule shift, meetings, or development training.
• Payroll deductions will begin no later than the pay period following the pay period of submission unless otherwise notified by the Superintendent.

Payroll deductions will be made from an employee’s taxable wages in the following order, until the amount of money remaining in the adjusted gross paycheck is insufficient to make the next payroll deduction in the full authorized amount:

• FICA (Medicare)
• FIT (Federal Income Tax)
• Mandatory Pension
• Health Insurance
• Court Ordered Child Support
• IRS Tax Levies
• Bankruptcies
• The Pro-Vision Educational Services Employee Benefits (in an order to be determined by the Superintendent)

Note: Any scheduled payroll deduction, other than those required by statute or valid court order, not paid due to insufficiency will not be deducted from subsequent paychecks.

Remittance of Funds for Payroll Deductions

Payroll deductions will be transferred to organizations as required by statute or valid court order, or if no method is prescribed, as specified by the Superintendent.

Payroll Services or the authorized departmental payroll representative will enter each deduction into the payroll system by organizational code.

Payroll Services will review and forward the deduction distribution report to the Finance Coordinator for audit.

For each payroll cycle, the report will contain the combined payroll deductions for The Pro-Vision Educational Services employees making a remittance to the same organization.

Discontinuation of Payroll Deductions

Employees may discontinue payroll deductions not required by statute, valid court order, The Pro-Vision Educational Services sponsored employee benefit programs or dues, and available by this executive order.
Employees may discontinue the aforementioned deductions by completing the Payroll Deduction Cancellation Form and obtaining approval from their direct supervisor through the designated departmental payroll representative, who will submit to Payroll Services. Employees cannot cancel their healthcare benefits without a qualifying event; they must wait until the annual open enrollment.

**Personal Leave**

**Employees** working a ten-month instructional calendar (187 days) will receive five (5) paid local leave days each year.

**Employees** working an eleven-month calendar (207 days) will receive five and a half (5.5) paid local leave days each year.

**Employees** working a twelve-month calendar (227 days) will receive six (6) paid local leave days and 10 vacation days each year.

No more than five (5) days local leave days will be granted as pay at the employee’s daily rate upon separation. Payment is contingent upon the employee’s completing the entire employment contract agreement for the current school term. Unused local leave days will be forfeited and unpaid in the event that the employee is terminated or fails to complete the current school term.  

**Please note:** Your payroll will be affected once you have used your paid leave days. Pro-Vision Educational Services will deduct each day you are off duty at your hourly or daily rate.

**Attendance Policy**

Each Employee’s presence in the work place every workday is an important element of this Employer’s proper business operations; therefore, attendance and attention to work duties are essential functions of each Employee’s job at this Employer. For this reason, unexplained or unexcused absences, and incidents of unexplained or unexcused tardiness from work will be disciplined by this Employer, up to and including termination.

Where an Employee must be absent from work or tardy because of unexpected illness or family emergency, the Employee, or a representative of the Employee, such as a family member, should notify his or her supervisor prior to the beginning of the Employee’s workday. **Where the Employees’ supervisor receives no information from the Employee or a representative after three (3) consecutive days of absence from scheduled workdays, your Employer will deem the Employee to have voluntarily quit his or her employment.**
Where an Employee has properly notified a supervisor regarding an unexpected illness or family emergency, the Employee is eligible to use his or her sick, personal or vacation days. Employees should notify the supervisor as soon as practical after taking a leave of absence and, in any event, no later than two (2) workdays after taking leave. Upon expiration of paid leave, your Employer may require the Employee to provide a medical or other appropriate verification of the Employee’s reasons for the additional absence from work.

**Definitions:**

**Notice Violations**- Any absences from or during an employee’s scheduled workday that did not meet the school’s requirements is an unexcused absence.

**Leaving Work During Normal Working Hours**

Time off during normal working hours for any reason (Sickness, Physician Visits, Personal Business – With/Without Pay, etc.) must be approved by the Employee’s supervisor. The Employee’s request must be in writing. It is clearly understood that any number of legitimate reasons may exist for leaving work early. Every effort should be made to inform your supervisor of the following facts: 1) Why you are leaving; 2) Where you are going; 3) When you will be back; and 4) Whether you are responsible for coverage; and, if yes, a) Whether you have arranged for coverage, b) The dates of such coverage, c) The duration of coverage, and d) The responsibilities of coverage. In the event a supervisor cannot be reached, this information should be conveyed to Pro-Vision Educational Services’ Principals for prior approval. Vacation may be available for leaves of absence during the day. Employees desiring paid time off for a partial day’s leave of absence should submit a properly completed form to their supervisor.

**Please Note:** All time must be submitted in writing within (10) day’s notice to your supervisor.

**Note:** Any absence designated as Family Medical Leave (FML) cannot be considered when applying the policy.

**Excessive (unacceptable) notice violations** – Generally defined as repeated failure to follow a directive and requires the administrative to take appropriate actions.

**Excessive (unacceptable) notice violations for probationary employees**- Generally defined as notice violations by an employee in excess of eight (8) during a teacher’s contract and all others in a twelve (12) month period. The consequence will be termination of employment at Pro-Vision Educational Services.

**Guidelines:**

- Submit vacation time request ten (10) days in advance
- Contact immediate supervisor when calling in sick (Supervisor will provide his/her number)
• Call in sick by the designated time

Responsibilities
Supervisors are crucial to fair execution of this policy. Responsibilities include:

Setting the example
• Exercising good judgment by bringing any situation which may require special consideration to the Campus or Central Office Administrator’s attention
• Maintaining proper documentation for use in evaluating an employee’s performance to ensure that the attendance portion of the employee’s performance evaluation is completed in a uniform manner. This documentation can also be used in the initiation of positive corrective action.

Leave Under the Federal Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that their group health benefits be maintained during the leave.

FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women.

FMLA applies to all public agencies, all public and private elementary and secondary schools, and companies with 50 or more employees. These employers must provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons:

• For the birth and care of the newborn child of an employee;
• For placement with the employee of a child for adoption or foster care;
• To care for an immediate family member (i.e., spouse, child, or parent) with a serious health condition; or
• To take medical leave when the employee is unable to work because of a serious health condition.

Employees are eligible for leave if they have worked for their employer at least 12 months, at least 1,250 hours over the past 12 months, and work at a location where the company employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours or work.
Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

**Military family leave** provisions, first added to the FMLA in 2008, afford FMLA protections specific to the needs of military families.

**Military Leave**

Your Employer provides unpaid leave for any Employee who is required to attend annual training or service with a branch of the uniformed United States military or any reserve or National Guard unit. At the Employee’s option, accrued vacation can be substituted for all or a portion of this unpaid leave. In addition, Regular Full-time Employees may be eligible for continuation or accrual of certain benefits during the period that they are away on military leave in accordance with the Uniformed Services Employment and Re-employment Act of 1994. Employees should notify your Employer as soon as possible of the dates they will be absent due to military leave.

If an Employee is drafted or enlisted in active duty in a branch of the United States military, the Employee may be entitled to reinstatement with your Employer at the end of such service. In this regard, your Employer strictly complies with applicable federal statutes. Upon notification that an Employee is going on military leave, your Employer will provide the Employee with a written statement outlining the Employee’s rights concerning his or her work and entitlement to Employee benefits under the Uniformed Services Employment and Reemployment Act of 1994.

**Jury Duty/Legal Proceedings Leave**

Your Employer believes in the responsibility of all citizens to exercise civic responsibility. Jury duty is one such civic responsibility. All Employees summoned for jury duty will be excused under following guidelines:

The employee is required to submit the original Jury letter requesting the employee is to attend Jury Duty. The employee is required to submit the Jury release letter upon returning to duty.

If the employee is released before the school day has ended, the employee is required to return to work. The employee will be paid for the number of hours he or she serviced on Jury duty. (At the discretion of the employee’s direct supervisor.)

If the employee is released after the school day has ended, the employee will be paid a full day.
The employee is required to return to work the following day with the jury release letter.

If the employee is required to report to Jury Duty for multiple days in succession, the Employee will be paid for jury duty.

Where state law requires other or additional pay provisions, the terms of the State Supplement will apply with regard to jury duty leave.

When the court dismisses the Employee, the Employee is expected to return immediately to work, regardless of the hours remaining in the workday. Employees must keep supervisors informed of the time they will be required to be absent for jury duty.

Employees will be excused from work without reprisal to respond to legal proceedings.

Employees will be allowed to use vacation or unpaid leave to attend to such legal proceedings.

**Bereavement Leave**

In the event death of the Employee’s Immediate Family (as defined below), the Employee will be excused from work and paid from the day of the death through the day of the funeral, not to exceed three working days.

Local - one (1) to two (2) days | Travel – three (3) days

The employee is required to submit the Funeral Program (Obituary) upon return to work.

“Immediate Family” members under this policy are spouses, children, in-law, mothers, fathers, siblings, and any person living residing in the employee’s home, by blood or marriage, at the time of death.

**Benefits**

**Medical Care Benefits**

Your Employer provides health insurance for all employees working over thirty hours per week, which may be subsidized by the Employee, based upon Employer’s year-to-year health plan selected. All newly hired full-time employees will be eligible for medical benefits on the first day of the subsequent month after 60 days of employment. Participating employees who terminate employment will be covered through the end of the month, so the full monthly premium will be charged for them.

**Texas Teacher Retirement System**
All employees employed on a regular basis at least half of the normal work schedule are members of the Texas Teacher Retirement System (TRS). There is no waiting period. Substitutes that are not receiving TRS service retirement benefits who work at least 90 days a year are also eligible for TRS membership and to purchase a year of credible service. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Workers’ Compensation Insurance

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

Holidays

Your Employer observes 8 holidays per year by closing entirely, granting time off with pay to all Regular Full-Time Employees. The following holidays shall be observed in this manner:

- January 1st: New Year’s Day
- March 29th: Chavez/Huerta
- Friday before Easter: Good Friday
- Last Monday in May: Memorial Day
- July 4th: Independence Day
- First Monday in September: Labor Day
- Last Thursday in November: Thanksgiving
- Last Friday in November: Day after Thanksgiving Day
- Date to be determined: Christmas

Anti-Harassment Policy

Your Employer expressly prohibits harassment of and discrimination against employees on the basis of race, color, sex, religion, national origin, disability, veteran status or any status protected under local, state or federal law by managers, employees or outsiders. We do so because we want to provide all of our employees with a pleasant working environment and
because harassment is prohibited by law. **All employees are responsible to conduct themselves in ways that ensure others are able to work in an atmosphere free from harassment of any kind.**

**Sexual Harassment Policy**

This Employer will not tolerate sexual harassment.

**Who is covered?**

In short, anybody an Employee encounters as he or she performs his or her job at this Employer is covered by this policy. This includes all applicants and employees regardless of position, title, grade, seniority or function, as well as clients, temporaries, visitors, independent contractors and vendors. No one is immune from this policy.

**What is Sexual Harassment?**

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

Submission to such conduct is either made explicitly or implicitly a term or condition of employment;

Submission to or rejection of such conduct is used as the basis for employment decision; or,

Such conduct has the purpose or effect of unreasonably interfering with the work environment or creating an intimidating, hostile or offensive work environment.

Sexual harassment can be subtle or direct. It usually involves different genders, but may be committed by someone of the same gender. Sexually harassing behavior may include intentional physical conduct that is sexual in nature, sexual jokes and innuendos, sexual advances or requests for sexual favors, propositions, verbal abuse of a sexual nature, commentary about an individual’s body, sexual prowess or sexual deficiencies, leering, touching, sexually based obscene comments or gestures, display or sexually suggestive objects or pictures and any other type of physical, verbal or visual conduct of a sexual nature.

Sexual harassment may occur through various methods including personal conduct, in writing, over the telephone, through e-mail, and on the Intranet or Internet. The means by which sexually harassing behavior is conducted does not change its inappropriateness.
Obligations of All Employees

It is an essential responsibility for every Employee to report any incidents of actual or perceived sexual harassment. This includes harassment directly involving the Employee, or where the Employee is only a witness. Every Employee must consider the obligation to report sexual harassment as an essential function of their job.

Professional Environment

Our work environment is such that many individuals interact with each other every day. Differences of opinion, discomfort with personality traits and even anger are inevitable. Please understand that those types of reactions do not generally amount to sexual harassment, unless they are based upon gender.

Your Employer wants the workplace to be both interactive and professional. Tolerance of others is encouraged.

How to Report Sexual Harassment

Allegations of sexual harassment may be reported in any manner that effectively communicates the message the Employee desires to send. This includes reporting in writing, orally, by e-mail, letter, memo or note or any other reasonable means. Your Employer encourages all reports to be made in writing in order to have a clear and complete account of the Employee’s perception of the situation. The most beneficial written reports will include at least:

1) The dates and times of all incidents of harassment
2) The names of all harassers and victims
3) A detailed factual description of the harassment; and,
4) The names of all individuals present during the challenged conduct or who otherwise could corroborate or refute the fact alleged

Employees should also remember that a good first step in resolving a problem of harassment is to directly confront the harasser, clearly communicating what behavior is deemed unacceptable. In many instances, this alone will stop the undesirable behavior because the harasser does not realize the inappropriateness of his or her conduct. If the Employee does not feel that such a step is appropriate, however, the Employee should report the problem elsewhere, as noted.

Where to Report
Reports of sexual harassment should be made first to the Employees’ Supervisor. If the Employee feels uncomfortable reporting to his or her Supervisor, the Employee should contact the Superintendent.

If the event involves the superintendent, the employee should report the incident to the charter Board President.

Note: Review attachments for Dispute Resolution Form

**When to Report**

**Immediately**

The more promptly an issue is raised, the more likely it is to reach an appropriate resolution. Untimely reporting significantly increases the difficulty in conducting an investigation because the precision with which events and statements are remembered fades with the passage of time.

Investigations

In most cases, a prompt investigation will immediately follow the reporting of behavior believed to constitute sexual harassment. Any such investigation will be designed to address the allegations made but will usually include detailed interviews of the persons directly involved, witnesses, and review of any documentary items that tend to support or refute the allegations.

Determinations

In instances where sufficient information is available, your Employer will promptly make a factual and disciplinary determination about the challenged conduct; however, an Employee should keep in mind that some inappropriate behavior is not reflected in documents or witnessed by other people. In those situations, individual credibility determinations will have to be made, and your Employer will strive to do its best at making those determinations correctly. These credibility issues should not discourage Employees from reporting sexual harassment, but should illustrate the importance of having documents, witnesses and other information available to assist your Employer in reaching its determination. All determinations will be based upon a totality of the circumstances then known to the Employer.

Discipline

Any Employee engaged in sexual harassment will be subject to discipline, up to and including termination. This includes first-time offenders. All disciplinary decisions will be made on a case-by-case basis.
Complaining parties will be apprised in general of the progress of the investigation of their complaint; however, because of privacy concerns, only information of a general nature concerning the final outcome and any possible disciplinary action will be disclosed.

Retaliation

Any act of retaliation against an Employee who reports or participates in an investigation of sexual harassment or is otherwise involved in such an inquiry is strictly forbidden. Any Employee found to have retaliated against another person will be subject to the same discipline as an Employee who is found to have sexually harassed another person, up to and including termination.

False Claims

Sexual harassment is a very serious matter for all parties involved, in part because of the way it can affect people and their careers. Accordingly, while all legitimate claims of sexual harassment must be reported, such claims must never be fabricated or lodged without the utmost sincerity. Any person found to have intentionally falsified a claim of sexual harassment, or who lodges a claim for malicious or improper reasons, is subject to immediate discipline, up to and including termination.

Workplace Discrimination and Harassment

The Pro-Vision Educational Services is committed to providing a work environment that is free from discrimination and harassment. The Pro-Vision Educational Services will not tolerate discrimination and harassment based upon a protected characteristic, as defined herein.

It is the policy of The Pro-Vision Educational Services that no employee shall discriminate against or harass individuals with the protected characteristics defined in Section 1 of the policy, and no employee shall create an intimidating, disruptive, hostile or offensive work environment by such prohibited conduct. No employee will be adversely affected for bringing complaints of workplace discrimination or harassment, as defined by the policy. (Refer to the policy for details)

Code of Conduct

All certified educators employed at the school shall comply with the following Code of Ethics:

Texas Educator Preamble
The Texas educator shall comply with standards practices and ethical conduct toward students, professional colleagues, school officials, parents and members of the community and shall safeguard academic freedom. The Texas educator, in maintain the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, exemplifying.

**Professional Ethical Conduct, Practices and Performance**

- The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the charter school, the Texas Education Agency, or the State Board of Educator Certification (SBEC) and its certification process.
- The educator shall not knowingly misappropriate, divert, or use monies, personnel, property or equipment, committed to his or her charge for personal gain or advantage.
- The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
- The educator shall not use institutional or professional privileges for personal or partisan advantage.
- The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.
- The educator shall not falsify records, or direct or coerce others to do so.
- The educator shall comply with state regulations, written local school board policies, and other state and federal laws.
- The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
- The educator shall not make threats of violence against school employees, members of the Board of Directors, students, or parents of students.
- The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.
- The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.
- The educator shall not consume alcoholic beverages on school property or during school activities when students are present.
Ethical Conduct Toward Professional Colleagues

- The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- The educator shall not harm others by knowingly making false statements about a colleague or the school system.
- The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
- The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.
- The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
- The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation in accordance with applicable laws or regulations.

Ethical Conduct Towards Students

- The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.
- The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
- The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.
- The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
- The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.
- The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.
The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

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


It is the policy of The Pro-Vision Educational Services that employees communicate in such a manner as to effectively and efficiently accomplish their assignments, to create a positive working environment, and to bring a positive light to the school.

Employees are required to take prompt and effective corrective action with respect to violations of the policy coming to their attention.

Communication

It is expected that all employees will communicate in a positive and respectful manner with co-workers, subordinates, supervisors, and parents.

In the daily operations place employees in situations where the safety of themselves, co-workers, and citizens could be compromised by miscommunication. Consequently, employees are expected to communicate clearly, concisely and understandably during and emergency or when performing job duties.

It is inappropriate and in poor judgment to make negative comments, gossip, or spread rumors about a co-worker, whether factual or unsubstantiated. Employees are discouraged from engaging in communication at work that may contribute to dissention/disharmony in the workplace.
Speaking in a language other than English does not exempt an employee from complying with this policy, will still be considered inappropriate if it is spoken in a language other than English.

**Conduct and Behavior**

Employees shall exhibit professional conduct at all times and shall not engage in any activity, including unlawful activity that brings embarrassment, dishonor or disrespect upon employees or the school.

Employees shall be courteous, civil, and respectful to superiors, subordinate employees, co-workers, and parents.

**Sound Judgment**

Employees are always expected to exercise sound judgment by acting in a manner that is consistent with the principles set forth by the school’s mission and the policies. Actions that violate the school’s policies and procedure or that otherwise impede the school’s mission, reputation, or the harmony of the workplace, will be considered acts of unsound judgment.

**Truthfulness**

Employees will not intentionally make false, untrue, or misleading statements (verbal or written; made directly by or authorized by the employee). Any statement or omission of pertinent information which intentionally, knowingly, or recklessly misrepresents facts or misleads others will be considered a false statement.

**Performance of Duty**

Employees will be attentive to their duties at all times. Employees will perform all duties assigned to them.

Employees are expected to give a productive day’s work to the best of their abilities and skills.

**Chain of Command**

Employers are responsible for knowing and following their chain of command, beginning with the immediate supervisor, and for refraining from bypassing the normal order of authority. This does not include employee’s workplace communications with various levels of authority that occur within the normal course and scope of operations and have or reasonably expect to be approved by the immediate supervisor.
Observance of the chain of command does not prevent an employee from using the defined complaint processes such as filing a complaint with the Human Resource Department. (Refer to the policy for details).

**Compliance with Orders**

Employees shall not flout the authority of a superior by displaying disrespect and/or disputing a supervisor’s lawful orders.

Employees will promptly and respectfully obey all lawful orders and directions given by supervisors’ other superiors acting within the scope of their authority. Failure to obey such lawful order will be considered insubordination. Employees receiving an order will obey the order to the best of their ability. If it appears to conflict with policy or previous orders, employees will respectfully communicate with the supervisor, request clarification and follow the supervisor’s direction to the best of their ability. Matters that are still unclear may be reported to the next level in the chain of command.

**Supervisors Responsibilities**

Supervisors and managers shall actively assign and direct work for mission accomplishment in a manner that is effective and safe.

Supervisors shall actively enforce the policies and procedures of the school.

Supervisors shall not permit or otherwise fail to prevent violations of the law or the Federal / State rules, regulations, policies and procedures of the school.

Supervisors who fail to take appropriate action when they are aware or should have been aware that an employee was in violation of the law or policy shall be held accountable.

Supervisors and managers are expected to communicate with their own management chain of command in a candid, constructive and respectful manner, giving the organization full benefit of their knowledge, experience, judgment, and problem- analysis skills. Supervisors are also responsible for understanding what topics and subjects are appropriate for specific contexts and environment.

**Delegation of Responsibility**

Supervisors who delegate tasks to subordinate employees are ultimately accountable for ensuring the task is properly completed.
Safety

Workplace Injuries

It is each Employee’s duty to immediately report to a supervisor or member of management any work-related or on-the-job injury. Any Employee who fails to immediately report an on-the-job incident which leads to the injury of the Employee or a co-worker may be disciplined, up to and including termination.

This policy is necessary to permit your Employer to comply with federal and state laws with respect to workplace safety and Employee rights under state workers’ compensation laws. Your Employer may maintain workers’ compensation insurance for its Employees to provide for payment of medical expenses and partial salary-continuation in the event of work-related accidents or illnesses. It is essential that each Employee report any on-the-job injury, no matter how minor, to his or her supervisor immediately.

Guns and Firearms

The possession of guns and firearms on your Employer’s premises is strictly prohibited, whether during normal work hours or otherwise. Any Employee found to be carrying or holding a gun or firearm on Employer property may be immediately terminated of his or her employment.

Substance Abuse Policy

Purpose of Policy

Your Employer recognizes the problem of substance abuse (including illegal drugs and misuse of alcohol, prescription drugs, over-the-counter drugs and tobacco products) in our society. If unchecked in the workplace, this problem could adversely affect both the productivity and profitability of our business and the professional, personal, and family lives of our associates. Your Employer will strive to balance respect for individual privacy with the need to keep a safe and productive work environment; however, your Employer is committed to and will aggressively pursue the goal of this policy. Your Employer INTENDS TO MAINTAIN A SUBSTANCE ABUSE-FREE WORKPLACE. With that basic goal in mind, your Employer has established this policy with regard to use, possession and sale of alcohol, drugs and tobacco products.
Prohibited Conduct

1) **Illegal Drugs** - This policy prohibits any Employee from bringing onto the Employer premises or Property, having possession of, being under the influence of, or using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug while on Employer business or at any time during the hours between the beginning and ending of the Employee’s work day, whether on duty or not, and whether on Employer property or not. For purposes of this policy, an “illegal drug” is any drug (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained by the Employee; or (c) which is being used in a manner or for a purpose other than as prescribed for the Employee.

2) **Alcohol** - This policy prohibits any employee from being impaired by alcohol while on Employer business or at any time during the hours between the beginning and ending of the Employee’s workday, whether on Employer property or not. This policy also prohibits any Employee from bringing alcohol onto Employer premises or property or using, consuming, transferring, selling or attempting to sell or transfer alcohol while on Employer business or at any time during the hours between the beginning and ending of the Employee’s work day, whether on Employer property or not, except as specifically authorized by your Employer.

3) **Prescription and Over-the-Counter Drugs** - This policy prohibits any Employee from abusing prescription medications or over-the-counter drugs while on Employer business or at any time during the hours between the beginning and ending of the Employee’s work day, whether on duty or not, and whether on Employer property or not. For the purpose of this policy, “prescription or over-the-counter drug abuse” means taking medications that were prescribed for someone else; using prescription drugs or over-the-counter drugs for a purpose other than for which they were prescribed or manufactured or other than in accordance with the doctor’s instructions or recommended dosages. Employees are expected to consult with their physicians regarding the effect of medications prescribed for them and to consult any package warnings for over-the-counter drugs. When an Employee is taking a prescription or over-the-counter drug that can or will have an effect on the Employee’s normal mental and/or physical state or interfere with work such as operating vehicles, machinery, equipment, etc. the Employee should inform his or her immediate supervisor so that an accommodation may be made to allow the Employee to continue job performance without endangering his or her health and safety or the health of others.

4) **Tobacco (cigarette, cigars, pipes, etc.)** - This policy prohibits smoking by any of its Employees at any time during the workday and does not provide any “smoke breaks” during the workday. Your Employer is committed to a smoke-free and productive work environment, ensuring that the health, enjoyment and productivity of the workplace remains unimpaired by smoke or smoking behavior for all Employees.
Substance Screening

Your Employer may require individuals to undergo drug or alcohol screening under the following circumstances:

1) **Applicant Testing** - Your Employer may require any job applicant who has received a conditional offer of employment to undergo a drug and/or alcohol test as a condition of commencement of employment. If the job applicant refuses to undergo substance testing or has a confirmed positive test result, the conditional offer of employment will be withdrawn, and the individual will not be hired.

2) **Reasonable Suspicion Testing** - Your Employer may require Employee to undergo drug and/or alcohol testing if it has a reasonable suspicion that the Employee is using or has used drugs or alcohol in violation of this policy. By way of example only, a “reasonable suspicion” for purposes of this policy may be based upon such circumstances as physical symptoms or manifestations of being under the influence of drugs or alcohol or direct observation of drug or alcohol use while at work or on duty; a reliable, credible and independently corroborated report of drugs or alcohol use while at work or on duty; evidence that an individual has tampered with a drug or alcohol test during his or her employment with your Employer; or evidence that the Employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on Company premises or operating your Employer’s vehicles, machinery or equipment.

3) **Post-Accident Testing** - Generally, your Employer may require an Employee to undergo drug and/or alcohol testing if your Employer has a reasonable suspicion that the Employee or another person has sustained a work-related injury or an accident occurs resulting in Company property damage or loss of at least $500.00 as a direct result of the Employee’s use of drugs or alcohol.

4) **Random Testing** - Your Employer may require any Employee to undergo drug and/or alcohol testing on a random selection basis. In selecting Employees at random for alcohol or drug testing, all Employees will be equally subject to being selected and your Employer will not have the discretion to waive the selection of any Employee.

5) **Post-Rehabilitation Testing** - Your Employer may require any Employee to undergo drug and/or alcohol testing without prior notice following a prior confirmed positive test or following the Employee’s participation in a
drug or alcohol dependency treatment program under an employee benefit plan or at the request or requirement of your Employer. This post-rehabilitation testing may continue for up to two years.

6) **Scheduled, Periodic Testing** - Your Employer may require any Employee to undergo drug and/or alcohol testing as part of a routinely scheduled fitness-for-duty medical exam to the extent such an exam is regularly conducted on the Employee. Also, any Employee may be required to undergo drug and/or alcohol testing which is routinely scheduled for all members of the Employee’s classification or group. At this time, your Employer does not routinely schedule drug or alcohol tests for any of its Employee classifications or groups other than as it may be required by federal regulations applicable to commercial drivers. Your Employer reserves the option to do so in its discretion in the future, however.

Substance Screening Methods and Limits

Initial tests for alcohol will almost always be through breath or saliva samples (blood samples may be used in limited situations). Confirmation tests will be through breath or blood samples. Testing of urine samples for alcohol will be done only in connection with post-rehabilitation testing to monitor that an Employee continues to be substance free following participation in a treatment program.

Substance screening may also be conducted through urine tests for the following drugs and their metabolites at initial confirmation levels established by the State Department of Health: (1) marijuana; (2) cocaine metabolites; (3) opiate metabolites, including codeine, hydrocodone, hydromorphone, meperidine, methadone, oxycodone, propoxyphene, morphine, heroin and 6-Acetylmorphine; (4) phencyclidine; (5) amphetamines; (6) barbiturates, including amobarbital, butalbital, pentobarbital and secobarbital; (7) benzodiazepines, including diazepam, chlordiazepam and alprazolam; and (8) mephaqualone.

If an applicant or Employee has a confirmed positive test result, the individual may at his or her option explain the test results in confidence to your Compliance Officer. The name of the current Compliance Officer, can be obtained from the personnel office. An applicant or Employee who has received a positive test result may also request a retest in order to challenge the results of a positive test; however, the individual shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test, in which case your Employer shall reimburse the individual for the costs of the retest.

All samples will be collected in a manner, which is designed to protect to the fullest extent possible individual privacy of Employees. Employees will not be subject to direct observation while rendering urine samples; however, if there is a valid suspicion that the Employee has tampered with a sample, preventive measures will be employed. If an
Employee provides a sample that contains confirmed evidence of any form of tampering or substitution, this shall constitute a refusal to be tested and the Employee shall be subject to discipline in accordance with this policy.

All records and results pertaining to substance screening shall be maintained by your Employer as “Confidential” in the same manner as medical records. Any applicant or Employee who wishes to obtain information or records related to his or her individual drug or alcohol test may, however, have access to those records upon written request to the personnel office.

Employee Notification of Criminal Drug Conviction or License Suspension

In accordance with the federal Drug Free Workplace Act, any Employee who is convicted of a violation of a criminal drug statute involving an on-the-job incident must notify your Employer within five days of his or her conviction.

Consequences of Failure to Comply with this Policy

Any Employee who violates any provision of this Policy shall be deemed guilty of misconduct and subject to discipline, up to and including termination from employment, even for the first offense. This shall include any use, possession or sale of illegal drugs as prohibited by this Policy; any use or abuse of alcohol as prohibited by this Policy.

Reporting Child Abuse

Texas law requires anyone with knowledge of suspected child abuse or neglect to report it to the appropriate authorities. This mandatory reporting requirement applies to all individuals and is not limited to teachers or health care professionals. The law even extends to individuals whose personal communications may be otherwise privileged, such as attorneys, clergy members, and doctors or nurses. If there is an emergency, call 911 and then call the DFPS Texas Abuse Hotline at 1-800-252-5400 or at www.dfps.state.tx.us/Child_Protection/Child_Safety/report_abuse.asp.

Any Pro-Vision Academy officer, employee, agent or volunteer who has cause to believe that a child’s physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law. You may not delegate to or rely on another individual to make the report.

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 the abuse or neglect
occurred at school), another state agency near where the abuse occurred, or any agency designated by a court as responsible for the protection of children.

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 reporter shall identify the following information, if known:

- The name and address of the child;
- The name and address of the person responsible for the care, custody, or welfare of the child; and
- Any other pertinent information concerning the alleged or suspected abuse or neglect.

- All reports of abuse shall be reported to the Compliance Officer or Designee contemporaneous to the report mandated by law.

Any person who makes such a report or assists in the investigation of a report of child abuse or neglect in good faith, is immune from any criminal or civil liability that might otherwise be incurred or imposed. Authorized officials from the above agencies shall be permitted to conduct the required interview with the child at the school with or without the consent of the parent or guardian. The school will fully cooperate with all official investigations of abuse or neglect.

Pro-Vision Educational Services or its agents may not suspend or terminate the employment of, or otherwise discriminate against, a professional employee who, in good faith:

- Reports child abuse or neglect to:
  - The employee’s supervisor,
  - An administrator of the facility where the employee works,
  - A state regulatory agency, or
  - A law enforcement agency; or
- Initiates or cooperates with a governmental investigation or proceeding relating to an allegation of child abuse or neglect.

A person who reports his or her own abuse or neglect of a child or who acts in bad faith or with malicious purpose in reporting alleged child abuse or neglect may be subject to criminal prosecution.

The toll-free number for the Texas Child Abuse Hotline is 1-800-252-5400.

**Dispute Resolution**
The company will attempt to review and resolve employee problems promptly. An employee problem exists when an employee feels that a job-related problem has not been resolved. It will be the responsibility of each supervisor to encourage each employee who has a problem to use the Problem Review procedure outlined below.

1. The employee should discuss the problem with the immediate supervisor and attempt a solution.

2. If the employee feels that the problem requires further review, such supervisor will discuss the issue with Pro-Vision Educational Services’ Principals. Pro-Vision Educational Services’ Principals will review the facts of the case, discuss the problem with the employee if necessary and then make a final ruling that will be expressed both verbally and in writing to the employee.

3. If not satisfied, the employee should request that the supervisor arrange a meeting with the next level of supervision.

4. An employee must not be penalized for following this procedure. The processing of the problem will stop at any step when the decision is agreeable to the employee and management.

**Disciplinary Procedures**

It is the policy of The Pro-Vision Educational Services to treat all employees equitably, and to administer all policies, procedures, rules, and regulations consistently. When an employee’s performance is unsatisfactory, or when an employee violates the rules and regulations of the Company, however, appropriate disciplinary action may have to be taken.

The carrying out of this policy and procedure should not be construed as preventing, limiting, or delaying The Pro-Vision Educational Services from taking appropriate disciplinary action against an employee at any point in the procedure, including termination without prior warning, when the Company in its sole discretion, finds such action appropriate.

When circumstances dictate, consultation with the next higher level of department management of Pro-Vision Educational Services Human Resources should take place before disciplinary action is taken.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including immediate termination of employment.

- Theft, fraud, gambling, weapons or explosives in the workplace.
• Falsification of company records including but not limited to employment application and timecards.

• Possession, distribution, sale, transfer, use or being impaired by alcohol or drugs while on duty.

• Threatening, boisterous or intimidating conduct or language, including fighting, horseplay and practical jokes which adversely affect operations, company property or persons on Company property.

• Negligence or improper conduct leading to damage of property.

• Insubordination (refusal to comply with instruction), failure to perform reasonable duties as assigned or other disrespectful conduct.

• Violation of company policies, including safety or health rules. Sexual or other unwelcome harassment.

• Excessive absenteeism, tardiness or unauthorized absence from workstation during the workday.

• Unauthorized disclosure of business “trade secrets” or confidential information.

• Unsatisfactory performance or conduct.

Employment with The Pro-Vision Educational Services is at the mutual consent of the District and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Types of Disciplinary Action

If an employee is accused of a disciplinary offence, the employee may be placed on Administrative Leave, pending the outcome of the investigation. As a result of the investigation, the employee’s supervisor may begin disciplinary action using any of the types of discipline listed below, depending on the seriousness of the offense committed.

1. Employee counseling or oral directive. The supervisor should counsel the employee about the employee’s performance or conduct following a minor offense, eliminating possible misunderstandings, improving job performance, or explaining what is proper conduct.
2. **Written directive.** The employee receives a written notice of discipline following continued poor job performance, repeated minor offenses or where the supervisor or manager believes that an offense in the first instance is serious enough to warrant issuing a formal written notice.

3. **Final written directive.** The employee receives final written notice if sufficient progress in job performance has not occurred after counseling, written reprimands, following repeated minor warnings, as the result of an accumulation of minor offenses or as the result of a serious offense of misconduct.

4. **Suspension.** Suspension without pay occurs when an employee fails to correct performance after repeated warnings, as the result of an accumulation of minor offenses or as the result of a serious offense of misconduct.

5. **Termination.** Termination should normally take place under the following circumstances:

   The District has tried to have an employee correct performance or conduct but the employee has not responded; or,

   The Employee’s misconduct is of such a serious consequence that the District believes it has no practical alternative.

**Reasonable Accommodation for Qualified Employees with Disabilities**

Except where it would cause this Employer “undue hardship”, as defined by federal or state law, this Employer will provide qualified employees with disabilities reasonable accommodation where such accommodation will permit the disabled employees to perform the essential functions of their jobs. Employees needing accommodation for their disabilities are encouraged to make their needs known to their supervisors or the Pro-Vision Educational Services Human Resource Department.

Certain Employees of this Employer are granted the privilege of accessing the Internet via your Employer’s computers. Internet access is intended to be solely for business-relate purposes.

**Email and Internet**

Any personal Internet access may result in discipline, up to and including termination from employment. Any personal Internet access to content or materials which are of an offensive nature, including pornographic or obscene materials and materials that otherwise may reasonably be considered inappropriate, will be considered willful misconduct and result in immediate discharge.
Your Employer is dedicated to providing a work environment that is free from unlawful harassment. Transmitting offensive materials through your Employer’s e-mail may be viewed as creating a hostile work environment, thereby exposing your Employer and individuals to liability. Accordingly, it is also prohibited and will be cause for discipline, up to and including termination from employment, to transmit material, which is defamatory, discriminatory, threatening, profane, slanderous, libelous or otherwise offensive. Materials covered by this restriction include documents, messages, jokes, images, cartoons, programs and software.

Employees should consider all e-mail messages and attachments as formal business correspondence. Employees should expect that anything in an electronic file is always available for and subject to review by this Employer. Employees are also reminded that they should respect the confidentiality of co-workers in their e-mail communications.

To ensure compliance with Employer policies, your Employer retains the right to monitor all use of your Employer’s computers, including all use of the Internet and all documents and emails, whether initiated through your Employer from our offices or a remote location, including a home location. Although passwords, user ID’s and similar measures are provided for confidentiality. Employees are put on notice that they should have no expectation of personal privacy with respect to any file, - e-mail, document, attachment, program, voicemail, or other material contained within your Employer’s computers. All Employees, by their use of your Employer’s computers, consent to monitoring and auditing of their use of the computers. Accidental access of questionable websites needs to be brought to the attention of your supervisor immediately.

**Use and Care of Employer Property**

Our Employer believes that a professional workplace is essential to the growth and overall well-being of your Employer and its Employees. The workplace is a reflection of our professionalism. Therefore, it is expected that all Employees will act responsibly with regard to their care of the workplace. Buildings, equipment and supplies are the property of your Employer. Cooperation is expected when Employees are asked to share this property. Employer property is not to be removed at any time for personal use. As a citizen of the community and an employee of your Employer, it is the responsibility of each Employee to help keep costs to a minimum and to assist in maintaining the quality of the building, furniture and equipment by following the “housekeeping rules” that are promulgated from time to time. Cleanliness of surroundings is also enjoyed by all Employees. Housekeeping is everybody’s job, and it is essential for workplace safety.

**Personal Appearance**

The appearance of an individual has a great bearing upon the manner in which his or her services are accepted by clients or partners of your Employer or the public in general. It should
always be a matter of personal pride with every Employee to keep clean and neat while they are in the employ of your Employer.

**Dress Code**

The Pro-Vision Educational Services has established a dress code for employees that ensure a consistent standard of attire that reflects our professional business environment. With more community leaders, public officials, and business partners coming to our facility to conduct business that supports education, we need to project a professional image that leaves no doubt that we take our work seriously and expect others to respect the work that we do.

When parents and school-based colleagues come to Pro-Vision Educational Services’s office, our attire will send a clear message that we respect our work environment and each other, and more importantly, the field of education. In addition, by adhering to a standard dress code, employees provide good examples of professional attire for students who visit our building.

**Business Professional (Based on Job Assignment)**

This is expected attire when employees are representing The Pro-Vision Academy in the community or in meetings with external colleagues, parents, business partner, etc.

Employees are required to wear business professional attire every day. Exceptions are casual Fridays or other designated days, but even on those days, business professional attire is required if formal meetings are scheduled with parents, business partners and etc.

For men, business professional means wearing a suit (matching jacket and trousers) with a shirt and tie. Acceptable business professional attire can also include coordinated trousers/slacks and jacket, but always with a tie. Dress shoes or boots are preferred.

For women, business formal means wearing a suit, but it is acceptable to wear either slacks or a skirt as part of the matching or coordinated suit. Business dresses are also acceptable. Dress shoes with closed toes (heel heights are a matter of personal preference) are preferred. Dress boots are acceptable. Wearing hosiery is optional.

Business Casual- This is acceptable attire on days when employees are involved with work inside the office or building with no formal interaction with community or with external colleagues, parents, business partners, etc.

For men, business casual includes khaki trousers or Dockers, worn with a sweater, polo-style or button-down (short or long sleeved) shirt and no tie. Generally, shirts are collared. A jacket or blazer is optional. Casual leather or suede shoes are appropriate. Athletic shoes, sneakers, scandals, and flip-flops are not appropriate.

For women, business casual includes khaki-style slacks and/or skirts, coordinated shirts and skirts, twinsets, and shirtdresses. The top can be either a (short or long-sleeved blouse/shirt)
or sweater. Sleeveless blouses or sweaters are acceptable. A jacket or blazer is optional. Cropped pants (no higher than mid-calf) are acceptable if they are a part of a matching or coordinated ensemble or suit. Dress sandals or open toe pumps are acceptable. Athletic shoes, sneakers, flip-flops, or beach sandals are not appropriate.

Applies to Full-time Employees, Part-time Employees, Temporary and Vendors

**Inappropriate Attire**

- Shorts of any length
- Sweat suits or jogging suits (acceptable for coaches)
- Leggings or form-fitting pants
- Mini Skirts
- Dress or tops with spaghetti straps or no straps
- Tank tops
- T-shirts
- Midriff baring tops
- Low-cut, revealing tops
- House shoes
- Beach sandals or flip flops

Applies to Full-time Employees, Part-time Employees, Temporary and Vendors

**All employees need to have proper hygiene at all times.**

- Clean clothes
- Clean Footwear
- Haircut/groomed hair
- No visual tattoos/body piercing

Employees that report for work inappropriately dressed will be sent home to change.

**No Soliciting**

Report any unauthorized solicitor to your supervisor.

**Change in Status**

Employees should report any change in material status, dependent, exemptions, address, telephone number, etc. to Human Resources at hr@pvacademy.org in order to keep personnel records correct,
and to assure that Employees receive ample opportunity to participate in employee benefit programs for which they are eligible.

Confidentiality

Many Employees of your Employer are in positions that give them access to confidential information. This information must be respected and not discussed in any manner with persons outside your Employer. Any breaches of this rule will result in immediate dismissal.

Newspaper representatives, attorneys, law enforcement agents and all other persons not connected with your Employer shall be referred to administration when requesting confidential information of Employees.

Attitude

As an Employee of this Employer, regardless of the department or area of employment, your work is extremely important. It is up to you to assist in any way to make the work environment as pleasant as possible by maintaining a cheerful attitude quiet surrounding a pleasant word a smile cooperation with other departments, cooperation with co-workers and prompt efficient service. Exhibiting a “can do”, helpful and cheerful attitude is very important to the achievement of your Employer’s goals.

Outside Employment

Your Employer recognizes that its most important resources are its Employees. The ability to achieve this Employer’s long-term goals is dependent upon the efforts of a cohesive and disciplined team.

Outside employment must not conflict with an employee’s ability to perform his/her job functions. The employee may not work another job or receive compensation for any activities or duties preformed for any other companies/vendors, while on-duty for Pro-Vision Educational Services. Upon accepting employment, the employee must sign a statement verifying there will be no conflict of interest between his/her employment with Pro-Vision Educational Services and any other employee.

Conflict of Interest
Employees are prohibited from using Employer facilities or information for their personal advantage. Any Employee found to be using or disclosing Employer trade secret information, Employer equipment, or Employer facilities in a manner that competes with his Employer or would cause this Employer to suffer economic harm shall be disciplined, up to and including termination. Employees are prohibited from taking gifts (other than small tokens of nominal value) from Employer vendors.

Employees may not operate personal business during the workday.

Telephone

Personal telephone calls must be limited to emergencies or necessities. Your Employer relies heavily on its telephones, and lines are limited. Excessive personal telephone usage will subject an Employee to discipline, up to and including termination. No personal long-distance telephone calls may be made without the approval of the Employee’s supervisor. Personal cell phones should not be used to the extent that they interfere with the work at hand and the atmosphere in the workplace.

Breaks

Breaks will be provided to Employees as required by state law and as appropriate for the proper operation of the facility in which the Employee works. Employees should consult with the State Supplement regarding breaks. A kitchen is currently provided for Employees to utilize for eating purposes.

No Privacy

Because this employer is responsible for the safety and security of all its employees while they are at work, this Employer reserves the right to inspect each Employee’s work area and personal items at any time, and or any reason; therefore, Employees should have no expectation of privacy in the company’s work spaces, including desks, drawers, cabinets, or other assigned storage areas whether or not these areas are locked, or in such personal effects as purses, backpacks, and luggage while the Employees are on Employer property and space. This also includes information on the company’s computer and e-mails that have been sent, stored, or received. Failure to cooperate with searches will be considered insubordination and will result in discipline, or up to and including termination.
Electronic Media- Acceptable Use

Electronic media includes all forms of social media, such as text messaging, electronic mail, blogs, electronic forums, video sharing websites, editorial comments posted on the Internet and social networking sites.

As role models to students, employees are responsible for their public conduct at all times. Employees are held to the same professional standards in their public use of electronic media as they are for any other public conduct.

The Pro-Vision Educational Services may monitor content out on the Internet. If an employee’s use of electronic media violates state or federal law or Pro-Vision’s 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.

Personnel Files

Pro-Vision Educational Services maintains your personnel records in the manner required by federal and state law. With reasonable notice, and upon proper request, you may inspect your personnel records unless state or law protects the confidentiality of the records.

Visitors

Because of liability, insurance, and operational considerations, this Employer discourages non-business-related visitors from coming into Employer property. Employees who are leaving the facilities with a non-Employee should ask Visitors to meet them in the company parking lot, rather than entering Employer facilities. If a visitor does enter the school, he or she must check in at the front desk for a visitor’s badge. The Superintendent or Principal can determine who may or may not come on campus at any point of time.

Separation Policy

Lay-offs - If conditions ever demand that a reduction be made in the staff of this Employer, the order in which Employees are released will be determined by past performance, special skills, qualifications for work and flexibility. Seniority will not be the determining factor.
Discharges - This Employer may discharge an Employee at any time with or without cause; however, some of the situations that may result in discharge include the following:

1. Misconduct such as insubordination, dishonesty, intoxication, substance abuse, carrying of firearms, unauthorized disclosure of confidential or payroll information, frequent non-excused absences, habitual tardiness, and leaving your workstation before quitting time without your supervisor’s permission, etc.

2. Performance related reasons such as inefficiency, high rate of error, poor quality or quantity of work lack of cooperation, and excessive sick leave, etc.

Voluntary Resignation - Employees are asked to give the company two weeks’ notice before the effective date of resignation. The Company may allow the employee to continue employment during the two weeks’ notice period or accept the resignation effective immediately. In such instances, consent may be given to pay the employee for the requisite notice period as if the employee had actually worked or the employee may only be paid up to and including the day of the notice.

Resigning employees do not receive pay for unused vacation. If the employee terminates before earning full vacation for that year, the number of unearned days taken, if any, will be deducted from the employee’s final paycheck.

Performance-Based Release

A performance-based release is a separating initiated by the company for unacceptable performance or behavior. A Supervisor should consult with Pro-Vision Educational Services’ Principals before an employee is released.

Unacceptable performance or behavior must be properly documented, and disciplinary procedures followed when appropriate. If the employee terminates before earning full vacation for that year, the number of unearned days taken, if any, will be deducted from the employee’s final paycheck.

Acts of Misconduct

Acts of Misconduct are very serious causes that require immediate dismissal of an employee without prior warning. A supervisor should consult with Pro-Vision Educational Services’ Principals before taking such action.
If an employee is dismissed because of an Act of Misconduct, payment for earned but unused vacation will not be made. Any unearned vacation that has been taken will be deducted from the employee’s final paycheck.

**COBRA/Group Health Continuation Coverage**

You are eligible for COBRA if the company has 20 or more employees on any average day that previous calendar year. If the company had less than 20 employees, you are eligible for State Continuation.

COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer’s group plan would otherwise terminate. The employee is responsible for paying the cost of any such continuation coverage, plus a small administration fee.

Under COBRA, employees may elect continuation of coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee’s hours are reduced to such an extent that the employee no longer qualified for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event.

Employees must notify the employer within 60 days of the occurrence of the employee’s legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees at the time of hire (or when they become eligible for participation in the District’s group health plan) and again when a qualifying event occurs. For more complete information or if you have any questions concerning COBRA and your health plan, contact The Pro-Vision Educational Services Human Resources Department.

**Employee Communication**

Pro-Vision Educational Services’ main method of communication with employees is through email. Pro-Vision Educational Services may distribute information regarding important issues, concerns, administrative regulations, changes in policies and procedures and other relevant news.

Employees are to check their email daily.
Performance Evaluation

Evaluation of an employee’s job performance should be a continual process that focuses on improvement. Performance evaluation is based on employee’s assigned job duties and other job-related criteria. Reports, correspondence and memoranda can be used to document performance information.

All employees will participate in the evaluation process with their immediate supervisor at least annually. Written evaluations will be completed, and all employees will receive a copy of their evaluation and have an opportunity to respond to the evaluation.

Exit Interview

Exit interviews will be scheduled for all employees leaving The Pro-Vision Educational Services. All keys, books, phones, computers, property and equipment must be returned upon separation from employment. Pro-Vision Educational Services may withhold the cost of any unreturned items from the final paycheck.
This Texas State Supplement includes your Employer’s policies applicable to Employees who work in the state of Texas. Texas Employees should consider the following policies to be part of their Employee Handbook, under the same terms and conditions of all other policies included in the Employee Handbook.

**Deduction from Wages**

Absent a court order or legal process compelling your Employer’s compliance, no deduction shall be taken from any Employee’s wages without the written permission of the Employee.

**Payment of Wages upon Separation from Employment**

When an Employee is discharged from his or her employment, the Employee will receive the Employee’s final compensation no later than the sixth (6th) day after the Employee’s discharge date. Employees who separate from their employment for any other reason will receive their last paycheck no later than the next regularly scheduled payday.

**Polygraph Examinations**

Under federal law, your Employer is generally prohibited from requiring or requesting an Employee or job applicant to take a polygraph examination (i.e., a lie detector test), and from discharging, disciplining, or discriminating against an Employee or applicant for refusing to take a test or exercising other rights under the federal Employee Polygraph Protection Act.

However, federal law permits your Employer to require an Employee, subject to certain restrictions, to undergo a polygraph examination where the Employee is reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to your Employer.

In the limited circumstance where an Employee is asked to undergo a polygraph examination, your Employer will follow the guidelines established by federal law and will provide the Employee with notice of all the Employee’s legal rights with respect to the polygraph examination.

**Personnel Files**

See general provisions in Employee Handbook.

**Nursing Mothers**
Any Employee who is a nursing mother may breastfeed her baby during any regularly scheduled break period or meal period in the area of your Employer’s facilities designated for such purpose.

**Compliance with Subpoenas**

No Employee will be penalized, disciplined, or discharged for lawfully complying with a valid subpoena to appear in civil, criminal, legislative, or administrative proceeding. Employees receiving a subpoena should contact their supervisors immediately to schedule time off for their appearance.

**Reports of Unlawful Discrimination, Harassment or Retaliation**

As stated in the Employee Handbook, your Employer does not discriminate against, or retaliate against any person on any basis protected by federal or Texas law. Similarly, your Employer will not retaliate against any Employee or applicant for employment for filing a charge of unlawful discrimination, participating in an investigation of unlawful discrimination, or for engaging in any other legally protected activity. Employees who feel that they have been unlawfully discriminated or retaliated against should contact the Texas Commission on Human Rights at P. O. Box 13496, Austin, Texas 78711, Telephone: (512) 437-3450 or (800) 734-2989. Reports of unlawful discrimination or retaliation should be made no later than 180 days after the date the alleged unlawful employment practice occurred.

END OF TEXAS STATE SUPPLEMENT

**Employee Handbook**

**Updated Title IX Regulations**

**Equal Employment Opportunity**

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

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

As required by Title IX, Pro-Vision Educational Services does not (and is required not to) discriminate on the basis of sex in its educational programs or activities. This non-discrimination requirement applies to admission to and employment with Imagine. Inquiries into issues related to Title IX may be referred to Pro-Vision Educational Services’ Title IX Coordinator (identified below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Pro-Vision Educational Services has designated the following person as the Title IX Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination on the basis of sex, including sexual harassment: Human Resources Coordinator, Pro-Vision Educational Services, 4590 Wilmington, Houston, Texas 77051, 713-748-0030, lspencer@pvacademy.org.

Pro-Vision Educational Services has designated the following person as the ADA / Section 504 Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of disability: Carrie Tate, Special Education Coordinator/ARD Facilitator, 4590 Wilmington, Houston, Texas, ctate@pvacademy.org.

Pro-Vision Educational Services has designated the following person as the Title VII/ADEA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis race, color, religion, gender, sex, national origin, or age: Human Resources Coordinator, 4590 Wilmington, Houston, Texas 77051, 713-748-0030, lspencer@pvacademy.org.

All other complaints regarding equal employment opportunity may be directed to: L.S. Spencer, 4590 Wilmington, Houston, Texas 77051, 713-748-0030, lspencer@pvacademy.org.

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

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

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

Prohibited and offensive conduct can include, but is not limited to, offensive jokes, slurs, epithets, or name-calling; physical assaults or threats; intimidation; ridicule or mockery; insults or put-downs; offensive objects or pictures; and/or interference with work performance. Harassment can occur in a variety of circumstances, including but not limited to the following:

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

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

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a Pro-Vision Educational Services investigation regarding harassment or discrimination is subject to appropriate discipline, up to and including termination.

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

Reports of prohibited discrimination or harassment shall be made as soon as possible after the alleged act or knowledge of the alleged act. Failure to promptly report may impair Pro-Vision Educational Services’ ability to investigate and address the prohibited conduct.

Any supervisor who receives a report of prohibited discrimination or harassment shall immediately notify the appropriate Compliance Coordinator listed above, and take any other steps required by Pro-Vision Educational Services’ policy.

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**Sexual Harassment Prohibited**

Pro-Vision Educational Services prohibits discrimination on the basis of sex, including sexual harassment, by an employee, volunteer, or student.

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

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

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

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

**General Definitions**

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

A “respondent” means an individual who is reported to be the perpetrator of conduct that could constitute sexual harassment.
A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Pro-Vision Educational Services investigate the allegation of sexual harassment.

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

**Reporting Sexual Harassment**

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by email, using the contact information listed for the Title IX Coordinator in the Employee Handbook, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

Pro-Vision Educational Services’ response to a report of sexual harassment must treat complainants and respondents equitably by offering supportive measures and by following a grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

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

**Notice of Allegations**

Upon receipt of a formal complaint, Pro-Vision Educational Services must provide the following written notice to the parties who are known:

- Notice of Pro-Vision Educational Services’ grievance process, including any informal resolution process.
- Notice of the allegations of sexual harassment, including, to the extent known, the identity of the parties, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident.
- Notice that the respondent is presumed not responsible for the alleged conduct and that a
determination regarding responsibility is made known at the conclusion of the grievance process.

- Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
- Notice that the parties may inspect and review evidence related to the complaint.
- Notice that Pro-Vision Educational Services prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during an investigation, Pro-Vision Educational Services decides to investigate allegations about the complaint or respondent that are not included in the initial notice of the complaint, Pro-Vision Educational Services must provide notice of the additional allegations to the parties whose identities are known.

**Grievance Process**

At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of Pro-Vision Educational Services.

The following guidelines apply when Pro-Vision Educational Services receives a formal complaint of sexual harassment. This process is designed to incorporate due process, principles, treat all parties fairly, and to assist Pro-Vision Educational Services reach reliable responsibility determinations.

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

- Pro-Vision Educational Services shall employ the preponderance of the evidence standard to determine responsibility when reviewing formal complaints.
- Pro-Vision Educational Services may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

**Consolidating Formal Complaints**

Pro-Vision Educational Services may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

**Dismissal of Formal Complaints**

Pro-Vision Educational Services must investigate the allegations in a formal complaint.

Pro-Vision Educational Services *must* dismiss a formal complaint if the conduct alleged in the formal complaint:

- Would not constitute sexual harassment, even if proved;
- Did not occur in Pro-Vision Educational Services’ education program or activity; or
- Did not occur against a person in the United States.

Pro-Vision Educational Services *may* dismiss a formal complaint or any allegations therein if, at any time during the investigation:

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

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

**Investigating Formal Complaints**

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

- Pro-Vision Educational Services will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on Pro-
Vision Educational Services and not on the parties.

- Pro-Vision Educational Services cannot access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Pro-Vision Educational Services receives that party’s voluntary, written consent to do so.

- Pro-Vision Educational Services will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

- Pro-Vision Educational Services will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

- Pro-Vision Educational Services will provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice, and not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding. Pro-Vision Educational Services may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

- Pro-Vision Educational Services will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.

- Pro-Vision Educational Services will provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

- Prior to completing an investigative report, Pro-Vision Educational Services must send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response, which the investigator will consider prior to completing the investigative report.

- Pro-Vision Educational Services must create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to a determination regarding responsibility, send to each party and the party’s advisor, if any, the investigative report in an electronic format or a hard copy, for review and written response.

- After sending the investigative report to the parties and before reaching a determination of responsibility, the decision-maker(s) must afford each party the opportunity to submit written relevant questions that a party wants asked of any witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the
conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

**Determination Regarding Responsibility**

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

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

Pro-Vision Educational Services must provide the written determination to the parties simultaneously. The determination becomes final either on the date Pro-Vision Educational Services provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

**Appeals**

Pro-Vision Educational Services will offer both parties an appeal from a determination regarding responsibility, and from Pro-Vision Educational Services’ dismissal of a formal complaint or any allegations therein, on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
As to appeals, Pro-Vision Educational Services will ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, or the investigator(s), or the Title IX Coordinator. Pro-Vision Educational Services will provide both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome.

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

A party who is dissatisfied with the appeal decision may file an appeal to the Board of Directors through the process outlined in Pro-Vision Educational Services’ grievance procedures.

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

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

Prior to facilitating an informal resolution process, Pro-Vision Educational Services must:

- Provide to the parties a written notice disclosing the allegations and the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations. The notice must also inform that, at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, as well as of any consequence resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- Obtain the parties’ voluntary, written consent to the informal resolution process.
Pro-Vision Educational Services may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

**Retaliation Prohibited**
Neither Pro-Vision Educational Services nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under this policy.

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

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

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

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

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

**NOTE** Pro-Vision Educational Services’ process for making formal complaints regarding sexual harassment is discussed in the “Sexual Harassment Prohibited” portion of the Employee Handbook.

Pro-Vision Educational Services takes allegations of harassment and discrimination very seriously and intends to investigate all official complaints. Pro-Vision Educational Services will take appropriate actions for all substantiated allegations. Employees who believe they are being
harassed or discriminated against are requested to take the following actions:

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

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

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

After receiving a report, the Compliance Coordinator shall determine whether the allegations, if proven, would constitute prohibited discrimination or harassment. If so, Pro-Vision Educational Services shall immediately authorize or undertake an investigation. If appropriate, Pro-Vision Educational Services shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

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

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

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

If the results of an investigation indicate that prohibited conduct occurred, Pro-Vision Educational Services shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct and to end any harassment and to deter future harassment. Pro-Vision Educational Services may also take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.
To the greatest extent possible, Pro-Vision Educational Services shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. The purpose of this provision is to maintain impartiality and confidentiality to the extent possible. Both the reporting individual, victim and the accused have equal privacy rights under the law, and Pro-Vision Educational Services must respond accordingly. However, limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

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

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

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

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PRO-VISION EDUCATIONAL SERVICES CHARTER SCHOOL DISTRICT
GRIEVANCE/DISPUTE RESOLUTION FORM

[Refer to Employee Handbook and Board Policy 300.120 for procedures and requirements]

LEVEL:
1. Principal/Work Location Supervisor
2. Superintendent/Next Level Vertical Line Supervisor
3. Board of Education

EMPLOYEE’S NAME ____________________________________________________________

Home Phone
EMPLOYEE’S ADDRESS: ____________________________
Street ________ City ________ State ________ Zip ________

EMPLOYEE ID#:___________________ EMPLOYEE POSITION: __________________

Email Address: ____________________________________________________________

Work Location: ______________ Work Location Phone: _________________________

Name, address, telephone and email address of representative, if any: _____________
________________________________________________________________________

Date Concern/Dispute Occurred: _______________ Date Filed: _______________

Principal/Work Location Supervisor: __________________________________________

Statement of Concern/Dispute:
(Attach a copy of the procedure or policy allegedly violated.)

Remedy Requested:

________________________________________
Signature of Employee Date
LEVEL I:
A. Date received by Principal/Work Location Supervisor

B. Disposition by Principal/Work Location Supervisor:

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(Return original form to employee. Retain copy for your file.)

I do not accept the above decision and am referring this dispute to the next level.
(Submit a copy to the Human Relations Department.)

Signature of Employee Date

LEVEL II:
A. Date received by Superintendent/Next Level Vertical Line Supervisor

B. Disposition by Superintendent/Next Level Vertical Line Supervisor:

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(Return original form to employee. Retain copy for your file. Submit a copy to the Employee Relations Department.)

I do not accept the above decision and am referring this dispute to the next level.
(Submit a copy to Board Office.)

Signature of Employee Date

LEVEL III:
A. Date received by Board Office:
COVID-19 Statement

Pro-Vision Educational Services encourages all students, staff, and visitors to wear masks on all district property and at all district events until further notice. Additionally, everyone is encouraged to practice social distancing while on campuses or attending school events. We will continue to monitor the situation and abide by the guidance from the Centers for Disease Control (CDC).