

ARROW ACADEMY CHARTER SCHOOL



EMPLOYEE HANDBOOK
2025-2026

TABLE OF CONTENTS

DISCLAIMER: Employee At-Will Status

1. INTRODUCTION

- 1.1. Welcome Letter
- 1.2. Campus Information
- 1.3. About This Handbook
- 1.4. About Arrow Academy
- 1.5. Acknowledgment of Receipt
- 1.6. Open Door Policy
- 1.7. Administration

2. STARTING YOUR JOB

- 2.1. Accuracy of Information
- 2.2. Pre-employment Affidavit for Applicants and Applicants Offered Employment
- 2.3. Employment Application & Other Forms (Updated with Pre-Employment Affidavit)
- 2.4. Criminal History Background Checks
- 2.5. Prohibition Against Employing Individuals Convicted of Certain Offenses
- 2.6. Fair Credit Reporting Act
- 2.7. Certifications and Licenses
- 2.8. New Hire Reporting
- 2.9. Pre and Post Offer Medical Testing
- 2.10. New Employee Orientation
- 2.11. Employee Election Form to Withhold Certain Information from Public Access
- 2.12. Arrest & Conviction Occurring After Employment Begins
- 2.13. Personnel Records
- 2.14. Name and Address Changes
- 2.15. Conflicts of Interest
- 2.16. Special Rules for Social Studies Courses
- 2.17. Assignment and Reassignment
- 2.18. Professional Development

3. REPORTING TO WORK

- 3.1. Official Arrow Academy Office Hours
- 3.2. Academic Calendars
- 3.3. Start & End Dates
- 3.4. Regular Work Schedules
- 3.5. Time Reporting
- 3.6. Attendance
- 3.7. Transfer Request
- 3.8. Textbook and Materials Acquisition
- 3.9. Copyrighted Material
- 3.10. Proprietary Information
- 3.11. Performance Evaluations

4. TIME AWAY FROM WORK

- 4.1. Holidays & School Breaks
- 4.2. Local Personal Leave & Sub Dock Leave
- 4.3. State Leave
- 4.4. Limitation on Leaves of Absences (Unavailability to Work)

- 4.5. Family and Medical Leave Act (FMLA)
- 4.6. Bereavement Leave
- 4.7. Newborn Child Leave
- 4.8. Professional Development Leave
- 4.9. Military Leave of Absence
- 4.10. Jury Duty/Court Appearance
- 4.11. Workers' Compensation
- 4.12. Voting Leave

5. BENEFITS

- 5.1. Review of Benefits
- 5.2. Health
- 5.3. Dental & Vision
- 5.4. Employer Paid Benefits & Insurance Eligibility
- 5.5. Teacher Retirement System of Texas
- 5.6. Other Retirement Plans
- 5.7. Same Sex Spouses
- 5.8. Additional Benefits
- 5.9. Unemployment Compensation Insurance

6. WAGES & EXPENSES

- 6.1. Classification of Employees: Hours Worked
- 6.2. Classification of Employees: Non-Exempt v. Exempt Status
- 6.3. Payday
- 6.4. Pay Date Schedule
- 6.5. Payroll Calculation Samples
- 6.6. Supplemental Duties and Related Stipends
- 6.7. Automatic Deposit
- 6.8. Mistake in Payroll or Expense Reimbursement
- 6.9. Lost/Stolen Paychecks
- 6.10. Unclaimed Payroll Checks
- 6.11. Authorized Check Pick Up
- 6.12. Attendance Records
- 6.13. Travel Expense and Other Reimbursements
- 6.14. Deductions in Pay

7. NON-DISCRIMINATION & ANTI-HARASSMENT

- 7.1. Non-Discrimination
- 7.2. Immigration Law Compliance
- 7.3. Nondiscrimination Based on Religion
- 7.4. Nondiscrimination Based on Military Service
- 7.5. Americans with Disabilities Act (ADA)
- 7.6. Prohibition of Harassment
- 7.7. Reporting Discrimination and/or Harassment
- 7.8. Sexual Harassment Prohibited
- 7.9. Employee Sexual Abuse Policy
- 7.10. Student Discrimination/Harassment
- 7.11. Fraud, Dishonesty, and False Statements
- 7.12. Insubordination
- 7.13. Growth Plan/Disciplinary Action

8. EMPLOYMENT STANDARDS

- 8.1. Expected Employee Conduct
- 8.2. Alcohol and Drug-Abuse Prevention
- 8.3. Safety/Reporting of Injury
- 8.4. Violence in the Workplace
- 8.5. Suspicious Behavior
- 8.6. Former Employees
- 8.7. Employee Dress Code
- 8.8. Employee Searches
- 8.9. Tobacco Products and E-Cigarettes
- 8.10. Audio & Video Recordings
- 8.11. Office Dating
- 8.12. Workplace Investigations
- 8.13. Reporting an Educator's Misconduct
- 8.14. Reporting Employee Misconduct (Non-Educators)
- 8.15. Updated/Current Employee Information
- 8.16. Allowable Uses of School Property
- 8.17. Computer & Internet Use
- 8.18. Administration of Medication to Students
- 8.19. Psychotropic Drugs and Psychiatric Evaluations or Examinations
- 8.20. Parent and Student Complaints
- 8.21. Student Conduct and Discipline
- 8.22. Reporting Child Abuse/Child Neglect
- 8.23. Use of Personal Vehicles and Traffic Violations
- 8.24. Weapons and Firearms Prohibited
- 8.25. Social Media Usage
- 8.26. Staff/ Student Romantic Relationships
- 8.27. Authority to Bind Contracts
- 8.28. Expressing Breastmilk in the Workplace
- 8.29. Visitors in the Workplace

9. GRIEVANCE PROCEDURES

- 9.1. Campus Principal Review of Complaint
- 9.2. Superintendent's Designee Review of Complaint
- 9.3. Board of Directors Review of Complaint
- 9.4. Whistleblower Complaints

10. SEPARATION FROM EMPLOYMENT

- 10.1. Termination or Resignation
- 10.2. COBRA Notice

11. MISCELLANEOUS PROVISIONS

- 11.1. Emergencies
- 11.2. External Inquiries
- 11.3. Family Educational Rights and Privacy Act
- 11.4. HIPAA
- 11.5. HIV-AIDS and Other Life-Threatening Illnesses
- 11.6. Limitations on Employee Training
- 11.7. Records Retention
- 11.8. School Closures
- 11.9. School Property

12. WITHIN THE CLASSROOM

- 12.1. Attendance & Gradebook Expectations
- 12.2. Attendance Change Form
- 12.3. Recording & Reporting of Student Progress & Report Cards
- 12.4. Re-Teaching & Reassessing
- 12.5. Calculation of Nine-Weeks Grades
- 12.6. Homework Expectations
- 12.7. K-8 Late Work
- 12.8. Conferences
- 12.9. Special Education Services
- 12.10. Student Learning Focus
- 12.11. Leadership Focus
- 12.12. Staff Focus
- 12.13. Stakeholder Focus
- 12.14. Process Management Focus

13. ELECTRONIC MEDIA, COMMUNICATIONS SYSTEMS, AND TECHNOLOGY RESOURCES ACCEPTABLE USE GUIDANCE

Appendix

Forms:

DPS Computerized Criminal History (CCH) Verification
Criminal History Background Check Form
OWE FORM-001 (Employer's First Report of Injury or Illness)
Disclosure and Authorization for Consumer Reporting Agency Reports
A Summary of Your Rights Under the Fair Credit Reporting Act
First Fill
Prescription First Fill Form
Drug and/or Alcohol Testing Consent Form and Policy Acknowledgment Form
Searches
Wage Deduction Authorization Form
Wage Overpayment/Underpayment Policy
Texas Government Code § 552.024: Public Access Option Form
Technology Damage and Misuse Report

Appendix Cont.

Procedures: Travel Checklist, Rates & State Guidelines
Child Abuse Policy
Sexual Abuse and Other Maltreatment of Children Policy
Social Media Policy
Complaints and Grievances
Notice of Nondiscrimination

- Harassment
- Retaliation
- Reporting

Code of Ethics



DISCLAIMER: Employee At-Will Status

Employment with Leadership Education Foundation and Arrow Academy (the "Charter School") shall be at-will unless a term of employment is expressly stated in a written contract. **At-will employment means that an employee may be terminated with or without cause, with or without prior notice, at any time, for any reason or for no reason. Similarly, employment with the Charter School is voluntarily entered into, and employees are free to resign at any time, with or without cause or notice.**

Status as an at-will employee may not be changed except in writing signed and approved by the Board of Directors. Employment at-will is the sole and entire agreement between the Charter School and you concerning the duration of your employment, and the circumstances under which your employment may be terminated.

Nothing in this Handbook is to be construed as creating an employment contract or agreement. No one other than the Board of Directors and/or the Superintendent has the authority on behalf of the Charter School to alter an employee's at-will employment arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Board of Directors and/or the Superintendent.



1. INTRODUCTION

1.1. Welcome to ARROW ACADEMY

Welcome to Arrow Academy and to what we hope will be a long, productive, and satisfying career at one of Texas' finest public charter schools. Arrow Academy strives to create an exciting, challenging, and rewarding work environment. We want you to build a successful relationship with Arrow Academy and be a happy and productive member of our school community.

Thank you so much for making a positive impact on the lives of our scholars and their parents. Whether you are new to Arrow Academy or returning with years of experience, or one of our founding educators, we are so grateful for all that Arrow Academy has accomplished in 15 years of service to the community. We are a family, Arrow family strong! We are celebrating thirteen years of educational excellence. The greatest strength of Arrow Academy is its human capital. All of our employees possess unique talents and skills that make them valued members of our team. I am honored to work among such a diverse group of individuals who are committed to providing our scholars, parents, and community with a positive and memorable experience at Arrow Academy. The in-person interaction between our teachers and our scholars will always be the central event in our classrooms. I am inspired by the hard work and commitment that I am fortunate to witness in all our school operations.

Arrow Academy builds a dynamic culture of relationships, innovation, and excellence in teaching, learning, and academic growth. Arrow sets high expectations for school leadership to inspire creativity, passion, and dedication to approaches that lead to instructional and operational transformation. Our scholars and families are fortunate to have such caring Arrow Family who are committed to school choice and positive educational outcomes for all of our scholars.

Join me throughout this year as we celebrate 15 years of excellence and continue to build on the quest to be the school of choice that exists for all students to excel academically, socially, and become motivated members of our community.

This employee manual was prepared to help you become familiar with Arrow Academy and its personnel standards and procedures. Please read it carefully and if you have questions or concerns speak with your supervisor. If you need further information or assistance, please contact Arrow Academy's Human Resources Department at (979)703-8820.

Thank you for being a vital part of the Arrow Family,

1.2. Campus Information

CAMPUS TELEPHONE NUMBERS AND ADDRESSES

Office Hours are 7:30 AM—4:00 PM weekdays

HARVEST PREPARATORY ACADEMY

Ni’Cole Gold, Director
17770 Imperial Valley Dr
Houston, TX 77060
832-446-3138



LIBERATION ACADEMY

Joseph Roswell, Director
11600 W Airport Rd
Meadows Place, TX 77477
346-754-5867



SAVE OUR STREETS

Becky Tucker, Director
1700 Groesbeck St
Bryan, TX 77803
979-703-1810



SPECIAL EDUCATION

Sonja Williams, Director of Special Populations
832-446-3138—Harvest
346-754-5867—Liberation

1.3. About this Personnel Handbook

The purpose of this personnel handbook is to provide employees with a source of information about Arrow Academy's procedures and policies. The policies and procedures in this handbook are to serve as guidelines and address the minimum requirements established by applicable or relevant legal requirements and best practice. Although Arrow Academy has tried to be comprehensive, the handbook does not, and cannot, include procedures and policies which address every situation that may arise. Such a list would be limitless.

Arrow Academy has, and reserves, the right to adopt new procedures and policies, or modify, alter, change, or cancel existing policies and procedures at any time. Violation of any board policy or a provision within this handbook may lead to disciplinary action up to and including discharge from employment.

Questions regarding this handbook or any of the policies/procedures should be directed to your supervisor or to the Superintendent.

Dr. Audrey Sanders, Superintendent, by phone at 979-703-8820, or by email at, audrey.sanders@arrowacademy.org.

1.4. About Arrow Academy

Our Mission:

Arrow Academy, a school of choice, exists for students to excel academically, socially, and to become motivated members of our community.

Our Vision:

Our vision is that all students should attain academic proficiencies that will encourage them to become a critical thinker; lead through personal motivation aligned with self-awareness; embrace the need for a common good that is reflected in the student's actions and deeds; and develop the passion to be a lifelong learner.

1.5. Acknowledgement of Receipt of Personnel Handbook

The information contained in this personnel handbook is important and I should consult with The Human Resource Department if I have a question that is not answered in this handbook.

I acknowledge that the Arrow Academy personnel handbook does not create an employment contract or otherwise modify my at-will employment status. I understand that no one has the authority to alter my at-will employment status, or to guarantee my employment for a specific period of time, unless it is approved by the board of directors, in writing, and signed by both myself and the chair of the board of directors.

I understand that Arrow Academy may amend or withdraw any or all portions of this handbook at any time. I understand that it is my responsibility to comply with the board policies and the provisions in this handbook, including any revisions, and that failure to comply may lead to disciplinary action. I further acknowledge that any revised information may supersede, modify, or eliminate existing provisions within this handbook. By remaining employed by Arrow Academy following any modifications to this handbook, I thereby accept and agree to such changes.

I acknowledge that I have read this handbook and agree to read any amendments of the handbook. Specifically, by signing this form, I acknowledge that I have read, understood, and agree to comply with all policies in this handbook, including but not limited to, the Harassment Policy, the Overtime and Timekeeping Policy, and the Violence in the Workplace Policy. Finally, in the event of any inconsistency between the information, policies, and benefits described in this Handbook and in my Employment Agreement, the information, policies, and benefits described in the Employment Agreement will control.

I hereby sign and date this Acknowledgment of Receipt and return it to the Human Resource Department. I understand that a copy of my signed form will be retained in my personnel file.

Print Employee's Name

Date

Employee's Signature

1.6. Open Door Policy

Arrow Academy has adopted an Open Door Policy for all employees. The purpose of our Open Door Policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. Our Open Door Policy means that employees are encouraged to bring any workplace concerns or problems they might have or know about to their supervisor or some other school administrator.

Arrow Academy values each employee and strives to provide a positive work experience. By listening to you, Arrow Academy is able to improve, to address complaints, and to foster employee understanding of the rationale for practices, processes, and decisions. The Open Door Policy is not a substitute for a formal complaint. If an employee has a formal complaint or grievance, the employee should timely pursue it in accordance with Section 9 of this Handbook.



1.7. Administration

Arrow Academy District Office

Mailing Address:

PO Box 12207

College Station, TX 77842

Street Address:

1700 Groesbeck St

Bryan, TX 77803

CENTRAL ADMINISTRATION

979-703-8820

HUMAN RESOURCES

979-703-8820

WEBSITE

www.arrowacademy.org

ARROW ACADEMY SUPERINTENDENT

979-703-8820



1.7. Administration

CEO	Dr. Jim Christensen
SUPERINTENDENT	Dr. Audrey Sanders
CHIEF FINANCIAL OFFICER	Curt Mackey
CHIEF OPERATIONS OFFICER	Michael Moore
ACCOUNTING MANAGER	Jessica Ehsani
SENIOR ACCOUNTANT	Trudy Mendoza
PEIMS	Mindy Douglas
HR MANAGER	Mindy Douglas
WEBMASTER	Kacey Rodney
DIRECTOR OF SCHOOL SAFETY AND TECHNOLOGY	Rico Seden
ACCOUNTS PAYABLE	Trudy Mendoza
DIRECTOR OF SPECIAL POPULATIONS	Sonja Williams
DISTRICT INSTRUCTIONAL COACH	Andrew Yauw
DISTRICT 504 COORDINATOR/GRANT ADMINISTRATOR	Crystal Warner
DIRECTOR, HARVEST PREPARATORY ACADEMY	Ni’Cole Gold
DIRECTOR, LIBERATION ACADEMY	Joseph Roswell
DIRECTOR, SAVE OUR STREETS	Becky Tucker
BOARD CHAIRPERSON	David Shellenberger
BOARD SECRETARY	Carmen Maxwell
BOARD MEMBER	Myrna Lopez
BOARD MEMBER	Sam Smith
BOARD MEMBER	Tony Bloom

2. STARTING YOUR JOB

2.1 Accuracy of Information

Arrow Academy relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information presented throughout the hiring process and employment. Employees are expected to provide truthful and accurate information in connection with their employment at Arrow Academy.

Any falsification or misrepresentation in connection with application materials, or during the course of employment, is a serious offense and may lead to discharge from employment or non-selection of an applicant.

2.2. Pre-employment Affidavit for Applicants and Applicants Offered Employment

All applicants for employment for educator positions (as defined by Texas Education Code §21.003) must submit a pre-employment affidavit indicating whether the applicant has ever been charged with, or adjudicated for, having an inappropriate relationship with a minor.

An applicant offered employment for an educator position (as defined by Texas Education Code §21.003) must submit a Pre-Employment Affidavit for Applicant Offered Employment prior to the start of employment with Arrow Academy. The Pre-Employment Affidavit must be signed by a notary public. Arrow Academy offers applicants the opportunity to have the affidavit notarized for free by Arrow Academy.

2.3. Employment Application & Other Forms

New employees are asked to review and/or complete the following forms.

- **I-9 Employment Eligibility Verification Form (“EEVF”) required by the Department of Homeland Security**
 - **Must be completed prior to the start of employment**
- W-4 Employee’s Withholding Allowance Certificate
- Welcome Letter
- EEOC Form
- Emergency Contact Form
- SSA-1945 Form
- Job Description
- Employee Election Form to Withhold Certain Information from Public Access
- Acknowledgement of Receipt of Personnel Handbook
- Direct Deposit Authorization Form
- Applicable Healthcare/Benefit Forms
- Notice Regarding Workers Compensation Benefits
- Pre-Employment Affidavits
- Wage Deduction Authorization Agreement

Current employees may be required to update or execute any of the above forms. Any employee who fails or refuses to complete the above forms or to provide Arrow Academy with requested documentation in a timely manner may be subject to the loss of employment benefits, the delay of employment benefits, disciplinary action, or withdrawal of the employment offer.

2.4. Criminal History Background Checks

Arrow Academy will obtain criminal history records from a law enforcement or criminal justice agency for all prospective volunteers and applicants for employment, including substitutes, as required by Chapter 22 of the Texas Education Code prior to employment or the commencement of volunteer services. Additionally, as allowed by state law, criminal history checks of employees (or volunteers whose duties are performed where students are regularly present) may be obtained at any time during employment or volunteer services.

Information collected on an individual to comply with the requirements listed above is confidential and may not be released except as authorized by law or with the consent of the person who is the subject of the information.

All employees and applicants must complete the Authorization for Criminal History Background Check form accompanying this Handbook. This form will be signed and sent back to the Human Resources Department prior to the hire.

2.5. Prohibition Against Employing Individuals Convicted of Certain Offenses

Arrow Academy may not hire an individual who is prohibited from serving as an officer or employee of an open-enrollment charter school under Texas Education Code § 12.120(a). Additionally, Arrow Academy shall discharge or refuse to hire an employee or applicant for employment if it obtains information through a criminal history review that:

1. The employee or applicant has been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or
2. The employee or applicant has been convicted of:
 - a. A felony under Penal Code Title 5, if the victim of the offense was under 18 years of age at the time the offense was committed, or
 - b. An offense under the laws of another state or federal law that is the equivalent to an offense under item 1 above (relating to registration as a sex offender).

However, while Arrow Academy may not be required by law to discharge or refuse to hire an employee or applicant if the person committed an offense under Title 5, Penal Code, and:

1. The date of the offense is more than 30 years before:
 - a. June 15, 2007 in the case of an employee's employment by Arrow Academy as of that date; or
 - b. The date the applicant's employment will begin, in the case of a person applying for employment with Arrow Academy after June 15, 2007; and
2. The employee or applicant for employment satisfied all terms of the court order entered on conviction.

Arrow Academy may make employment decisions in accordance with its policy regarding employment of personnel with criminal histories (or arrested or charged with a criminal offense).

Arrow Academy's policy regarding employment of personnel with criminal histories is as follows: As allowed by Commissioner of Education rule, a person may not serve as an Arrow Academy officer or employee if the person has been convicted of:

1. A misdemeanor involving moral turpitude or any felony;
2. An offense listed in Texas Education Code § 37.007(a); or
3. An offense listed in Code of Criminal Procedure, Article 62.001(5).

Additionally, Arrow Academy shall discharge or refuse to hire a person listed on the registry of persons not eligible for employment in Texas schools, as maintained and made available by the Texas Education Agency ("TEA").

Arrow Academy may discharge an employee if it obtains information of the employee's conviction of a felony or misdemeanor involving moral turpitude that the employee did not disclose to Arrow Academy or the State Board of Educator Certification ("SBEC").

Except as required by state or federal law or as determined by Arrow Academy to be in the best interest of student and employee safety (and in accordance with applicable law), Arrow Academy does not automatically prohibit employment or refuse to consider an application for employment solely on the grounds that an applicant/employee has a prior criminal record. Arrow Academy does not prohibit employment or refuse to consider an application for employment based solely on the grounds that the applicant/employee has been arrested. Instead, Arrow Academy reviews these circumstances on a case-by-case basis.

Arrow Academy reserves the right to annually (or more frequently) perform criminal history record checks on current employees.

2.6 Fair Credit Reporting Act

Arrow Academy may utilize consumer reports – e.g., credit, criminal, employment references and Department of Public Safety reports to assist us making employment decisions. In addition, Arrow Academy may conduct annual driving record checks to verify that the licenses and driving records of those employees required to drive school-owned vehicles are valid and acceptable to our insurance carrier.

Where required by applicable law, prior to running any of the above-mentioned checks/records, each employee will be provided any required notice form(s), and must sign an authorization form at the time of the initial job interview or prior to being extended an offer of employment. Refusal to sign such authorization is grounds for disqualification from employment with Arrow Academy. Continued employment is also expressly conditioned on satisfactory results from legally authorized or required record and background checks.

In the event Arrow Academy relies on a "consumer report" for an "adverse action" as defined by the Fair Credit Reporting Act and regulation – i.e., denying a job application, reassigning or terminating an employee, or denying a promotion – Arrow Academy will take the following action(s):

Step 1: Before taking adverse action, the employee will be provided a pre-adverse action

disclosure that includes a copy of the individual's consumer report and a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" – a document prescribed by the Federal Trade Commission.

Step 2: After taking an adverse action, the employee will be provided notice – either orally, in writing, or electronically – that the action has been taken. This notice will include:

- The name, address, and telephone number of the Credit Reporting Agency ("CRA") that supplied the report;
- A statement that the CRA supplying the report did not make the decision to take the adverse action, and cannot give specific reasons for it; and
- A notice of the individual's right to dispute the accuracy or completeness of any information the agency furnished, and his or her right to an additional free consumer report from the agency upon request within 60 days.

The employee will be given a reasonable time period to refute the information. However, it is ultimately the decision of Arrow Academy as to what action is taken.

2.7. Certifications and Licenses

Employees whose positions require certification through the State Board for Educator Certification ("SBEC") or another professional license are responsible for taking actions to ensure their credentials do not lapse. It is solely the employee's responsibility to maintain a valid certification or license. An employee's employment may be terminated if he or she falsely represents holding a valid certificate or license, or fails to fulfill the requirements necessary to renew or extend a certificate or license. Employment may also be terminated if SBEC suspends or revokes an employee's certification.

2.8. New Hire Reporting

Federal and state law requires Arrow Academy to provide information about all new or rehired workers to the Employer New Hire Reporting Operations Center in the Texas Office of the Attorney General.

2.9 Pre and Post Offer Medical Testing

Employees may be required to submit to certain medical tests (including drug testing) before beginning employment with Arrow Academy.

2.10. New Employee Orientation

During the first few weeks of employment, an employee must attend an orientation that will include the following subject areas:

- A review of this personnel manual;
- Skyward Employee Access & Skyward Student Access (if applicable) Setup;
- Timeclock Wizard Setup;
- Benefit Enrollment;
- A tour of the campus;

- Receipt of credentials necessary for access to the school building and computers, and other materials as appropriate for the employee's employment position;
- EduHero CPE Course sessions assigned by the Technology Officer. (Courses vary by position)

2.11. Employee Election Form to Withhold Certain Information from Public Access

Employees of Arrow Academy may elect whether to keep certain information about them confidential and not subject to disclosure under the Texas Public Information Act. Unless an employee chooses to keep it confidential, the following information about an employee of Arrow Academy may be subject to public release if requested under the Texas Public Information Act:

- Home Address
- Home Telephone Number
- Social Security Number
- Emergency Contact Information
- Information that reveals that the individual has family members

Employees must complete and submit the Public Access Option Form to the Human Resources Department no later than the 14th day after the date the employee begins employment with Arrow Academy to keep certain information about them confidential under the Texas Public Information Act. The Human Resource Manager shall provide the employee with the Public Access Option Form upon employment with Arrow Academy.

2.12. Arrest & Conviction Occurring After Employment Begins

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

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

Moral turpitude includes, but is not limited to: (a) dishonesty; (b) fraud; (c) deceit; (d) theft; (e) misrepresentation; (f) deliberate violence; (g) base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor; (h) crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance; (i) felonies including driving while intoxicated; and (j) acts constituting abuse or neglect under SBEC rules. If an educator is arrested or criminally charged, the Superintendent is also required to report the educator's criminal history to the Division of Investigations at TEA.

The requirement to report a criminal history after employment begins shall not apply to minor traffic offenses. However, a first offense of DWI or DUI must be reported if the employee drives or operates (or is authorized to do so) an Arrow Academy vehicle or other mobile equipment. Failure to timely report may result in disciplinary action, up to and including termination.

Conviction may not be an automatic basis for termination, unless the conviction makes an

employee ineligible for employment in a Texas public school. Arrow Academy shall consider the following factors (or other appropriate considerations as deemed by Arrow Academy) in determining what action, if any, should be taken against an employee who is convicted of a crime during employment:

- The nature of the offense;
- The date of the offense;
- The relationship between the offense and the position to which the employee is assigned; and
- The best interests of Arrow Academy and its students.

2.13. Personnel Records

Arrow Academy maintains a personnel file on each employee. This file includes the employee's job application, résumé, records of training, documentation of performance appraisals and salary increases, and other employment records.

All information in an employee's personnel file will be made available to the employee or his or her representative in the same manner that public information is made available under the public information laws found in Texas Government Code Chapter 552.

An employee or his or her authorized representative has a special right of access, beyond the right of the general public, to information held by Arrow Academy that relates to the employee, and that is protected from public disclosure by laws intended to protect the employee's privacy interests. Arrow Academy may not deny to the employee or his or her representative access to information relating to the employee on the grounds that the information is considered confidential by privacy principles under the Texas Public Information Act ("TPIA"). However, Arrow Academy may assert, as grounds for denial of access, other provisions of the TPIA or other laws that are not intended to protect the employee's privacy interests.

If Arrow Academy determines that information in an employee's records is exempt from disclosure under an exception of Texas Government Code Chapter 552, Subchapter C, other than an exception intended to protect the privacy interest of the employee or his or her authorized representative, it will, when required, submit a written request for a decision to the Attorney General of Texas before disclosing the information. Arrow Academy will release the information to the employee requesting the information in accordance with applicable law.

Employees who wish to review their own personnel file should contact the Human Resources Manager, Mindy Douglas at mindy.douglas@arrowacademy.org or 979-703-8820.

Many personnel records may also be public information and must be released upon request in accordance with state law. Pursuant to a written Open Records Request under the TPIA, employees may choose to have the following personal information withheld from disclosure:

- Home Address,
- Phone number, including personal cell phone number,
- Information that reveals whether they have family members, and
- Emergency contacts.

Please complete and return to the Human Resources Manager, Mindy Douglas at mindy.douglas@arrowacademy.org the "Texas Government Code § 552.024 Public Access Option Form" included with this Handbook if you wish to opt-out and have the above-identified information "exempted" from disclosure under the TPIA. New or terminated employees have 14 days after hire or termination to submit a request; otherwise, personal information will be released to the public in accordance with the TPIA. A request to deny public access to personal information is effective only for public information requests made after the date the employee submits to the Human Resources Department the request to deny access. With respect to certain medical information protected by state and federal law and evaluation documents exempted from disclosure under state law, Arrow Academy will seek to exempt and protect such documentation from disclosure to the extent permitted by law.

2.14. Name and Address Changes

Employment records must be kept up to date. Employees must notify the Human Resource Manager if there are any changes or corrections to their name, address, telephone number, marital status, and emergency contact information. Name change notifications must also be submitted along with the employee's new social security card depicting the employee's new name in TalentEd.

2.15. Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This section of the Handbook establishes only the framework within which Arrow Academy wishes to operate. Arrow Academy's framework is also guided by applicable state and federal law governing conflicts of interest and nepotism applicable to Texas open-enrollment charter schools and nonprofit tax-exempt entities. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Human Resources Manager for more information or questions about conflicts of interest.

All Arrow Academy employees shall avoid employment, financial, business, social, or other relationships that might be opposed to the interests of Arrow Academy or might create the appearance of impropriety, or might cause a conflict with the performance of their duties. Employees shall at all times conduct themselves in a manner that avoids even the appearance of conflict between their personal interests and those of Arrow Academy.

Conflict of interest situations may arise in many ways. Examples include, but are not limited to, the following:

1. Employment with a vendor/contractor, regardless of the nature of the employment, while employed by Arrow Academy
2. Contract award with a vendor in which an employee or his or her family have a substantial ownership or management interest
3. Ownership of, or substantial interest in, a company that is a supplier of Arrow Academy.
4. Acting independently as a consultant to an Arrow Academy supplier
5. Accepting expense-paid invitations to sports or entertainment events from a long-time

- friend who is also an Arrow Academy vendor
6. Socializing with vendors or persons interested in doing business with Arrow Academy under circumstances that create the appearance of impropriety

Any employee who may have a conflict situation, actual or potential, shall report all pertinent details in writing to his or her supervisor. If the proper resolution is not apparent to the supervisor, the supervisor shall refer the matter to the Superintendent of Schools or designee for resolution. If a conflict of interest develops accidentally or unexpectedly, the matter shall be reported to the supervisor immediately.

Nothing in this policy is meant to interfere with Arrow Academy's desire to encourage staff members to take part in civic, church, and other public services where opportunities to exhibit good citizenship are present.

Employment of Relatives and Fraternization

Arrow Academy is committed to providing equal employment opportunities to its employees. Intimate relationships have the potential to interfere with Arrow Academy's ability to provide equal employment opportunities for its employees, and in some instances, may constitute sexual harassment or other unlawful discrimination. To minimize potential conflicts of interest, Arrow Academy strongly discourages its employees from entering into intimate relationships with other employees for which they have professional supervisory responsibility.

While relatives of employees or the Board of Directors may be employed by Arrow Academy in accordance with applicable law, a familial relationship among employees can also create an actual, or at least a potential conflict of interest in the employment setting, especially where one relative has professional supervisory responsibility over another relative. Additionally, Arrow Academy may not employ relatives of the Superintendent if the Superintendent has final hiring authority over the position sought, unless the relative of the Superintendent was hired prior to September 1, 2013.

Arrow Academy may refuse to hire or assign a relative in a position where the appearance of or potential for favoritism or conflict exists or where otherwise prohibited by law. Employees shall also refrain from making hiring, firing or other decisions impacting the terms or conditions of employment of relatives. Where hardship exists, employees may appeal to the Superintendent in accordance with Arrow Academy's formal complaint procedures set forth in this Handbook.

Unless otherwise approved by the Superintendent, if two employees marry, become relatives of each other or enter into an intimate relationship, they should not remain in a professional supervisory relationship. Arrow Academy will, at its discretion, attempt to identify other available positions, and allow one or both of such employees to apply for reassignment, or Arrow Academy may reassign the employees at its discretion. If no alternate position is available, Arrow Academy may terminate either of the employees at its discretion.

In other cases where a conflict or the potential for conflict arises between an employee and another employee, even if there is no professional supervisory responsibility involved, the parties may be separated by reassignment to another position or terminated from employment, at the

discretion of Arrow Academy.

For the purposes of this section, a “relative” is any person who is related by blood or marriage within the third degree, as described below, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

<u>First Degree</u>	Parent, Child
<u>Second Degree</u>	Grandparent, Grandchild, Sibling
<u>Third Degree</u>	Great-Grandparent, Great-Grandchild, Aunt/Uncle, Niece/Nephew

Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of Arrow Academy. Such confidential information includes, but is not limited to, the following:

- Curriculum systems;
- Instructional programs;
- Curriculum solutions;
- Student course work;
- Compensation data;
- Computer processes;
- Computer programs and codes;
- New materials research;
- Pending projects and proposals;
- Proprietary production processes;
- Research and development strategies;
- Technological data; and
- Technological prototypes.

An employee who improperly uses or discloses trade secrets or confidential business information belonging to Arrow Academy will be subject to disciplinary action, up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information. This does not include any disclosure of otherwise confidential business information or trade secrets in accordance with the TPIA, Chapter 552 of the Texas Government Code, or other applicable federal or state law.

2.16. Special Rules for Social Studies Courses

For any social studies course offered by Arrow Academy, a teacher may not be compelled to discuss a particular current event or widely debate and currently controversial issue of public policy or social affairs . A teacher who choose to discuss such a topic shall to the best of the teacher’s ability, strive to explore the topic from diverse and contending perspectives without giving deference to any one perspective.

2.17 Assignment and Reassignment

All personnel are subject to assignment and reassignment by the Superintendent or designee,

and may also be directed to perform additional or supplemental duties from time to time. Unless specifically required by applicable law or approved by the Board of Directors and/or the Superintendent, no additional financial compensation is provided for additional or supplemental duties. Arrow Academy's criteria for approval of reassignments will be consistent with school policy regarding equal opportunity employment.

Any employee may request reassignment to another position for which he or she is qualified. All interested employees who meet a position's minimum qualifications are encouraged to apply. Selection is based on the school's needs and a candidate's qualifications and performance. Decisions concerning job vacancies will be based on each individual's job qualifications, experience, and abilities and in accordance with applicable state and federal law. Arrow Academy reserves the right to select candidates from outside the school.

2.18 Professional Development

Arrow Academy is committed to the professional development of all its employees. For educators, Arrow Academy provides training before the start of the school year, on-site coaching and modeling throughout the school year, day-to-day instructional leadership, and access to external workshops. For non-instructional staff, Arrow Academy provides technical training before the start of the school year and throughout the year.

In addition, all employees are encouraged to pursue external professional development opportunities in the form of workshops or additional certification. Employees should talk with their supervisors about additional development opportunities and specific career paths. Supervisors must approve professional development before it is taken if time off will be required to attend the session/course.

3. REPORTING TO WORK

3.1. Official Arrow Academy Office Hours

During the school year, standard hours of operation in the administrative office areas are from 7:30 a.m. until 4:00 p.m. Students are in session from 8:00 a.m. until 3:30 p.m.

3.2. Academic Calendars

Houston Campuses		ARROW ACADEMY 2025 – 2026 CALENDAR	
AUGUST 4–8, 11 Teachers' 1st Day & Professional Development 12 Students' First Day SEPTEMBER 1 Labor Day 26 Early Release OCTOBER 13–14 Staff Development 13–17 Fall Break NOVEMBER 24–28 Thanksgiving Break DECEMBER 19 Early Release/Staff Development 22–31 Winter Break JANUARY 1–5 Winter Break 5 Staff Development 6 1st Day of Spring Semester 19 Martin Luther King, Jr. Day FEBRUARY 13 Staff Development 16 President's Day MARCH 16–20 Spring Break APRIL 3 Good Friday 6 Professional Development MAY 25 Memorial Day 28 Students' Last Day/Early Release 29 Teachers' Last Day/ Teacher Work Day JUNE 19 Juneteenth JULY June 29 – July 3 Independence Holiday Week		AUGUST Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 SEPTEMBER Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 OCTOBER Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 NOVEMBER Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 DECEMBER Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 JANUARY Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 FEBRUARY Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 MARCH Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 APRIL Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 MAY Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 JUNE Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 JULY Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	
KEY [] Grading Period Begin/End □ Staff Development/Student Holiday ○ Holiday ◇ Early Release Day ▲ Report Cards in Skyward ⬢ Make-up Day (if needed)		GRADING PERIODS 1st 9 Weeks August 12 – October 10 2nd 9 Weeks October 20 – December 19 3rd 9 Weeks January 6 – March 13 4th 9 Weeks March 23 – May 28 Total 175 Student Days 187 Teacher Days	

Save Our Streets Center

ARROW ACADEMY 2025 – 2026 CALENDAR

AUGUST
4-11 Teachers' 1st Day & Professional Development
12 Students' First Day
SEPTEMBER
1 Labor Day
29 Professional Development
OCTOBER
13 Fall Holiday
NOVEMBER
24-28 Thanksgiving Break
DECEMBER
19 Early Release/Staff Development
22-31 Winter Break
JANUARY
1-6 Winter Break
5 and 6 Staff Development
7 1st Day of Spring Semester
19 Martin Luther King, Jr. Day
FEBRUARY
16 President's Day
MARCH
9-13 Spring Break
APRIL
3 Good Friday
6 Staff Development
MAY
22 Students' Last Day/Early Release
25 Memorial Day
26 and 27 Teacher Work Days
JUNE
19 Juneteenth
JULY
June 29 – July 3 Independence Holiday Week

KEY
[] Grading Period Begin/End
□ Staff Development/Student Holiday
○ Holiday
◇ Early Release Day
△ Report Cards in Skyward
⬠ Make-up Day (if needed)

GRADING PERIODS	
1st 9 Weeks	August 12 – October 10
2nd 9 Weeks	October 14 – December 19
3rd 9 Weeks	January 7 – March 20
4th 9 Weeks	March 23 – May 22
Total	175 Student Days
	187 Teacher Days

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

Su	Mo	Tu	We	Th	Fr	Sa
SEPTEMBER						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
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12	13	14	15	16	17	18
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NOVEMBER						
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23	24	25	26	27	28	29
30						

DECEMBER						
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28	29	30	31			

JANUARY						
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FEBRUARY						
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MARCH						
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29	30	31				

APRIL						
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MAY						
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31						

JUNE						
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28	29	30				

JULY						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3.3 Start & End Dates



Arrow Academy 2025 - 2026 Position Start and End Dates

LIBERATION & HARVEST CAMPUSES				
Agreement Lengths	Positions	Start Date	Work Staff Dev Days?	End Date
185 days	Aides (Instructional/Academic, Nutrition, Sped, etc.)	Wed, August 6, 2025	Yes	Fri, May 29, 2026
187 days	Teachers, Interventionist, Math & Literacy Specialists	Mon, August 4, 2025	Yes	Fri, May 29, 2026
190 days	Custodians	Fri, August 1, 2025	Yes	Tues, June 2, 2026
207 days	Instructional Coaches	Fri, August 1, 2025	Yes	Fri, June 26, 2026
210 Days	Coordinators (SPED, LEP, Special Populations, etc.); Instructional Technologist; Program Specialist	Fri, August 1, 2025	Yes	Wed, July 8, 2026
213 days	Administrative Assistants	Fri, August 1, 2025	Yes	Fri, June 26, 2026 + 6 July flex days*
213 days	Campus Directors, Director of Special Populations	Fri, August 1, 2025	Yes	Fri, June 26, 2026 + 6 July flex days*
* Up to 3 of the July flex days may be worked during the October 13-17 fall break				

SAVE OUR STREETS CAMPUS				
Agreement Lengths	Positions	Start Date	Work Staff Dev Days?	End Date
185 days	Aides (Instructional/Academic, Nutrition, Sped, etc.)	Wed, August 6, 2025	Yes	Tue, May 26, 2026
187 days	Teachers, Interventionist, Math & Literacy Specialists	Mon, August 4, 2025	Yes	Tue, May 26, 2026
190 days	Custodians	Fri, August 1, 2025	Yes	Thurs, May 28, 2026
210 Days	Special Populations Coordinator/Grant Specialist	Fri, August 1, 2025	Yes	Fri, June 26, 2026
213 days	Administrative Assistants	Fri, August 1, 2025	Yes	Fri, June 26, 2026 + 3 July flex days
213 days	Campus Directors	Fri, August 1, 2025	Yes	Fri, June 26, 2026 + 3 July flex days

Note: Dates listed here are subject to change due to weather, events outside district control, or as deemed necessary by the Superintendent.

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3.4. Regular Work Schedules

Arrow Academy has a standard workweek of forty (40) hours per week. Scheduled hours for employees may vary from department to department.

All full-time, non-exempt employees generally work a Monday through Friday schedule of forty (40) hours divided into (5) eight-hour workdays unless a different schedule is approved in writing by the employee's supervisor. Non-exempt employees must have prior written approval before working overtime. This approval must be sent to the Human Resources Manager as soon as possible.

Exempt employees are expected to work the hours necessary to complete their assigned work to the satisfaction of their supervisor without regard to scheduled hours and without expectation of additional compensation.

All employees are expected to be at work during their scheduled office hours unless otherwise required or approved by the employee's supervisor.

3.5. Time Reporting

Non-exempt employees must record time worked on a daily basis through time record calculations.

Employees are responsible for submitting their service in the time clock system for approval by their supervisor and submittal to payroll.

Please see the pay date schedule for time record due dates. It is imperative you enter the dates and hours correctly because this is what is entered for payroll. If you are missing a time record, that day may be counted as leave, and you may be docked accordingly.

Overtime

Occasionally, employees are required to work overtime. In these instances, employees receive advance notice as time allows. Non-exempt employees' (most classified positions) rate of pay is one and one-half times their regular hourly rate for hours worked in excess of 40 during the established workweek. The established workweek begins at 12:01 am. on Sunday and ends at 12:00 midnight on Saturday. For purposes of calculating overtime pay, only hours actually worked are eligible (except holidays.) All overtime must be approved by the supervisor before it begins.

3.6. Attendance

Arrow Academy employees are expected to be reliable and punctual in reporting for work each scheduled day. If an employee will be late to work or is unable to work as scheduled, the employee should notify their supervisor immediately. Any employee that is absent and calling in on the day of the absence should contact their supervisor by 6:00 am via phone call. Failure to meet this timely response may result in the employee to a dock of pay for the day of the absence. Remaining in contact via text or email will not suffice. Failure to comply with these requirements could lead to disciplinary actions leading up to and including termination.

Arrow Academy recognizes there will be occasions when an illness or other personal event may result in an unscheduled absence. As such, Arrow Academy has a leave policy (see Section 4.2.). It is the charter school's expectation that each employee attends work every day unless approved paid or unpaid leave is granted pursuant to the charter school's leave policy.

Excessive absenteeism, tardiness and leaving work prior to designated time are disruptive to the operations of Arrow Academy and may lead to disciplinary action, up to and including discharge from employment. Failure to attend work for up to three days in a row (unless prevented by circumstances beyond the employee's control) without notice to the charter school will constitute job abandonment and/or voluntary resignation on the last day worked, in accordance with applicable federal and state law, and Arrow Academy shall process the work separation as a voluntary resignation on the employee's part.

In the event of a voluntary resignation, all school-owned property (e.g., keys, uniforms, etc.) must be returned immediately to Arrow Academy. No payment shall be made for accrued or unused sick leave or any other type of leave upon voluntary resignation or job abandonment, regardless of whether or not the employee provided advance notice of resignation.

Notice of Resignation

An employee voluntarily resigning employment is requested to provide notice of resignation to his

or her supervisor as follows:

- One month advance notice of resignation by teachers and other exempt employees.
- Two weeks advance notice of resignation by non-exempt employees.

A resignation needs to be submitted by letter or email to the employee's immediate supervisor. Arrow Academy prefers receipt of the letter of resignation by June 30 for an end of the school year resignation. In the event of a voluntary resignation, all school-owned property (e.g., keys, key card, computer, etc.) must be returned immediately to Arrow Academy. Failure to do so may affect your final check. No payment should be made for unused personal leave or any other type of leave upon voluntary resignation or job abandonment, regardless of whether or not the employee provided advance notice of resignation.

3.7. Transfer Request

An Arrow Academy employee may request a transfer to another campus within the district between June 1 and June 15.

3.8. Textbook and Materials Acquisition

Any Arrow Academy director, administrator, or teacher who receives any commission or rebate on any textbooks, electronic textbooks, instructional materials, or technological equipment used by Arrow Academy may commit a Class B misdemeanor offense.

Any Arrow Academy officer, administrator, or teacher who accepts a gift, favor, or service given to the person, or to Arrow Academy that could not be lawfully purchased with funds from the state textbook fund, and that might reasonably tend to influence the person in the selection of a textbook, electronic textbook, instructional material, or technological equipment may commit a Class B misdemeanor offense.

3.9. Copyrighted Material

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

Employees acknowledge and understand that the entire right, title and interest of any and all writings, works and other creations that they may prepare, create, write, initiate or otherwise develop as part of their efforts while employed by Arrow Academy shall be considered the property of Arrow Academy. This includes, but is not limited to, the development of a curriculum. These works will be "works for hire" and shall be the sole and exclusive property of Arrow Academy, including any copyright, patent or trademark or application thereof. Employees hereby assign and transfer to Arrow Academy all right, title and interest in such works and creations, including without limitation, all patent, trademark and copyright rights that now exist or may exist in the future. Employees further agree that at any reasonable time upon request, and without further

compensation or limitation, they will execute and deliver any and all papers, applications or instruments that in Arrow Academy's opinion may be necessary or desirable to secure the Arrow Academy's full enjoyment of all right, title interest and properties herein assigned. Employees agree not to charge the school for use of their copyrighted, trademarked and patented material.

3.10. Proprietary Information

Proprietary information includes all information relating in any manner to the business of Arrow Academy and its schools, students, parents, consultants, customers, clients, and business associates obtained by Arrow Academy employees during the course of their work. Occasionally, in the service of Arrow Academy mission, Arrow Academy may choose to share otherwise proprietary information (e.g., best practices) with outside parties. Such documents will be prepared specifically for publication and dissemination. If an individual employee receives a request from an outside party for either paper or electronic copies of Arrow Academy documents, that employee should direct the request to the Human Resources Department.

3.11. Performance Evaluations

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluations are based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually.

Evaluations will be completed on forms approved by Arrow Academy. Reports, correspondences and memoranda may also be used to document performance information.

4. TIME AWAY FROM WORK

4.1. Holidays & School Breaks

Arrow Academy will be closed during the following recognized school holidays (unpaid):

- Labor Day – September 1, 2025
- Fall Holiday – October 13, 2025 (SOS)
- Martin Luther King Jr. Day – January 19, 2026
- President's Day – February 16, 2025
- Good Friday – April 3, 2026
- Memorial Day – May 25, 2026
- Juneteenth – June 19, 2026

Additionally, during the following dates, Arrow Academy will be closed for school break:

- Fall Break – October 13, 2025 – October 17, 2025 (Houston Campuses)
- Thanksgiving Break – November 24, 2025 – November 28, 2025
- Winter Break – December 22, 2025 – December 31, 2025
- Winter Break – January 1, 2026 – January 3, 2026
- Spring Break – March 10, 2026 – March 14, 2026
- Independence Holiday Week – June 30, 2026 – July 4, 2026

4.2. Local Personal Leave

Eligibility for Local Personal Leave. Each full-time, whether working in an exempt or non-exempt position, will be granted 10 days per school year for local personal leave. Part-time employees will be granted 5 days per school year for local personal leave. Exempt (salaried) employees must take local leave in full or half day increments. Non-exempt (hourly) employees must take leave in hourly increments in agreement with the number of hours of the absence. For full-time employees, these 10 days are accessible at any point during the school year but are earned at the rate of 2 days earned for every 30 days worked. For part-time employees, the 5 days are accessible at any point during the school year but are earned at the rate of 1 day earned for every 30 days worked. If employment ends before the end of the year, days not earned but used will be docked from pay.

Use of Local Personal Leave. Local Personal Leave is paid leave and may be used for an employee's illness, for the illness of a family member, family emergencies (i.e., natural disasters, or life threatening situations), death in the immediate family (parents, stepparent, child, stepchild, sibling, grandparents, or cousin), active military service in conjunction with any applicable military leave of absence, or for any other personal reason as determined by the employee. Unless previously approved by the employee's supervisor, local personal leave may not be taken on:

- during the first five days of school (August)
- during the last five days of school (May)
- on any state or local-mandated testing day
- on any professional/staff development days
- on weather make-up days
- on any day immediately before or after a school holiday or school break.

If an employee is absent immediately before or after a school holiday, professional development day or designated school testing day, the absence will be considered unpaid leave and the

employee will be docked their daily rate of pay, regardless of available leave days.

Requests for personal leave shall be considered on a first come, first-served basis.

Supervisors may deny any request for personal leave that would disrupt the educational process at the school or the District's ability to provide appropriate services. If an employee is absent when their leave has been denied, they may be docked a full day's pay.

Approval for Local Personal Leave. At least 5 days prior to the anticipated absence, employees are required to complete a time off request within Skyward Employee Access and submit it to their direct supervisor for approval. For unexpected illnesses of an employee or of an employee's family member, employees are also required to submit a time off request within Skyward Employee Access no later than the day that the employee returns to work.

Accumulation of Local Personal Leave. At the end of each school year, any unused Local Personal Leave will not be paid to the employee. Local Personal Leave will not be paid to any employee who is separated from employment during the school year, either because of resignation, retirement, or termination. Local Personal Leave will accumulate from one school year to the next school year. An employee may accumulate up to 30 days of local personal leave.

4.3 State Leave

Under the State of Texas' minimum personal leave program, which is codified in Section 22.003 of the Texas Education Code, public school district employees receive five days per year of personal leave that has no limit on accumulation and is transferable among school districts. This program does not apply to charter schools. Accordingly, Arrow Academy does not honor state leave days. State leave days may not be transferred to or used by any former school district employee during the employee's employment tenure with Arrow Academy.

4.4. Limitation on Leaves of Absences (Unavailability to Work)

Apart from leaves of absence for military duty or approved leave under the FMLA, if an employee accumulates more than **three** days of absence after exhausting all available paid and unpaid leave, the employee shall be separated due to unavailability for work, subject to any reasonable accommodation duties Arrow Academy may have under the ADA or similar law.

4.5. Family and Medical Leave Act (FMLA)

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

NOTE: The following FMLA provisions and all references to FMLA in this

Handbook and in school policy are applicable only to employees eligible for FMLA.

The following text is adapted from the federal notice, *Employee Rights Under the Family and Medical Leave Act*. Specific information that Arrow Academy has adopted to implement the

FMLA follows this general notice.

Leave Entitlements

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

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

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

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

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

Benefits and Protections

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

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

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

Eligibility Requirements

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

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

Requesting Leave

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

generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

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

Employer Responsibilities

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

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

Enforcement

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

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

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-497-9243) TTY: 1-877-889-5627

www.dol.gov/whd

Local FMLA Guidelines

Calculating FMLA Leave Year

Arrow Academy uses the following method to establish the 12-month period in which FMLA leave may be used:

- A "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Under the "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Use of Paid Leave

FMLA leave runs concurrently with accrued sick and personal leave, temporary disability leave, and absences due to a work-related illness or injury. Arrow Academy will designate the leave as FMLA, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined Leave for Spouses

Spouses who are employed by Arrow Academy are limited to a combined total of 12 weeks of FMLA leave to care for a parent with a serious health condition, or for the birth, adoption, or foster placement of a child. Military caregivers leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave

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

Fitness for Duty

An employee that takes FMLA leave due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. If certification of the employee's ability to perform essential job function is required, Arrow Academy shall provide a list of essential job functions (e.g., job description) to the employee with the FMLA designation notice to share with the health care provider.

Reinstatement

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

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue family and medical leave until the end of the semester. The additional time off is not counted against the employee's FMLA entitlement, and Arrow Academy will maintain the employees group health insurance and reinstate the employee at the end of the leave according to school policy and procedure.

Failure to Return

If, at the expiration of FMLA leave, an employee is able to return to work but chooses not to do so, Arrow Academy may require the employee to reimburse Arrow Academy's share of insurance premiums paid during any portion of FMLA leave when the employee was on unpaid leave. If the

employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from Arrow Academy, the school may not require the employee to reimburse Arrow Academy's share of premiums paid.

Contact

Employees that require FMLA leave or have questions should contact Mindy Douglas, Human Resource Manager, at 979-703-8820 or mindy.douglas@arrowacademy.org for details on eligibility, requirements, and limitations.

4.6. Bereavement Leave

In the event that full time and part time employees experience the death of an immediate family member, Arrow Academy will provide up to 3 days of paid time off. An employee may request additional vacation or personal paid leave time if the employee has such leave available. An immediate family member is defined as a spouse, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), parent, grandchild, grandparent, sibling, father-in-law, and mother-in-law, spouse's grandparent, daughter-in-law/son-in-law, any other family member residing in the employee's home.

Bereavement leave should be taken consecutively, within a reasonable time from the date of the death or day of the funeral and may not be split or postponed.

If an employee experiences a death in the family, he or she should inform the principal as soon as possible. Bereavement will be approved once required documentation is sent to HR. Please contact HR Manager, Mindy Douglas with any questions.

4.7. Newborn Child Leave

Arrow Academy provides 10 work days of leave after the birth of a child to allow the mother time to recover from childbirth. The daily rate of pay less the substitute rate (rate in effect at the time leave is taken for a Texas certified teacher substitute) is the employee's earned income during the absence. Newborn Child leave will begin after all earned personal days have been used. (i.e. If the employee's daily rate of pay is \$320 and the sub rate of pay is \$120, then the employee will have \$120 deducted from the \$320 and receive \$200 per day during this time of leave.)

4.8. Professional Development Leave

Employees may be allowed to attend training at Arrow Academy's request and are provided excused leave. If an employee does not work 30 or more days, the cost of Capturing Kids' Hearts training will be reimbursed by the employee to Arrow Academy.

4.9. Military Leave of Absence

Arrow Academy is committed to protecting the rights of employees absent on military leave and

complying with all employment and reemployment rights granted under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and corresponding state military leave rights. Specifically, Arrow Academy will not deny employment, reemployment, retention, promotion, or any benefit of employment based on an individual's membership, or application for membership, in the uniformed services. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under USERRA and corresponding state law. If any employee believes that he or she has been subjected to discrimination in violation of this provision, the employee should immediately contact Human Resources.

Service members of the Texas military forces who are ordered to state active duty or to state training and other duty by the Governor, the Adjutant General, or another proper authority under Texas law are entitled to the same benefits and protections provided to persons performing service in the United States uniformed services.

Eligibility

Employees taking part in a variety of military duties are covered under this policy. This includes leaves of absence taken by members of the United States uniformed services, including active duty, reserve, or National Guard, for training, periods of active military service, funeral honors duty, and time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the law, these benefits are generally limited to five years of leave of absence.

Procedures for Military Leaves of Absence

Employees must contact the Human Resource Manager to obtain a military leave of absence form. Notice of the need for leave should be provided as far in advance as is reasonable under the circumstances, unless providing advance notice is prevented by military necessity or is otherwise impossible or unreasonable. Written notice is preferred, but not required under law.

The Human Resource Manager will review the request for military leave of absence and issue written notice as to whether the request is approved.

Benefits

An employee on military leave is entitled to continuation of health insurance coverage as follows:

- Absences of 31 or more days: The employee may elect to continue coverage for up to 24 months or for the period of military service (including the time period allowed to reapply for reemployment), whichever is shorter. The employee may be required to contribute up to 102% of the overall (both employer and employee) premium. Upon reinstatement, the employee must be reinstated immediately into the health plan without any waiting periods or pre-existing condition exclusions.
- Absences of fewer than 31 days: The employee is entitled to coverage under the health benefits plan as if he or she were employed continuously. The employee must continue to pay his or her portion of the regular premium.
- If the employee is participating in TRS-ActiveCare, the employee must elect to continue participation in the plan. If the employee does not elect continuation, coverage will end on the last calendar day of the month in which the employee enters active, full-time military service.

Group term life insurance provided by Arrow Academy will terminate the day the employee becomes active military. Group long-term disability insurance provided by Arrow Academy will terminate the day the employee becomes active military. Voluntary supplemental insurance will terminate the day the employee becomes active military. Converting to an individual policy may continue voluntary dependent life insurance coverage.

With respect to any retirement plan sponsored by Arrow Academy, employees who have taken military leave will be credited upon reemployment for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Upon reemployment, the employee may, at his or her election, make any or all employee contributions that the employee would have been eligible to make had employment not been interrupted by military service. Such contributions must be made within a period that begins with the individual's reemployment and that is not greater than three times the length of the employee's military service. Employees will also receive all Arrow Academy matches for such contributions.

Please contact the Human Resources Manager for additional information on benefit continuation during a military leave of absence.

Employees on a military leave of absence may elect, at his or her option, to use paid leave available; the remainder of military leave will be unpaid. Employees will not accrue paid leave during periods of military leave.

Reemployment

To be entitled to reinstatement following military service, the following conditions must be satisfied:

- The employee provided Arrow Academy notice of the need for military leave.
- The period of military service did not exceed five years. (Note: Some types of duty do not count against this five-year limit. Employees with disabilities have two years after their return dates—for purposes of recuperation and convalescence—to seek reemployment.)
- The employee was released under honorable conditions.
- The employee returned and reapplied for re-employment within the following time restrictions:
 - Leaves of fewer than 31 days: The employee must report to work on the first regularly scheduled work period following the completion of military service; no application is required.
 - Leaves of more than 31 but fewer than 180 days: The employee must apply for reinstatement within 14 days after completion of military service.
 - Leaves of more than 180 days: The employee must apply for reinstatement no more than 90 days after completion of military service.

When the employee returns from military service, he or she is entitled to return to the position the employee would have attained if he or she had not been called to uniformed service. In limited circumstances based on business necessities, reinstatement may not be possible.

A reemployment position includes the seniority, status, and rate of pay that an employee would

ordinarily have attained in the position, given the employee's job history, if the employee had been continuously employed.

Protection from Discharge

Under USERRA, a reemployed employee may not be discharged without cause: (1) for one year after the date of reemployment if the person's period of military service was for 181 days or more; or (2) for 180 days after the date of reemployment if the person's period of military service was for 31 to 180 days. Persons who serve for 30 or fewer days of military service are not protected from discharge without cause. Cause can be based on conduct or on job elimination. However, they are protected from discrimination because of military service or obligation.

General Benefits Upon Reemployment

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. An employee's time spent on active military duty will be counted toward eligibility for FMLA leave.

4.10. Jury Duty/Court Appearance

Arrow Academy will grant employees time off for mandatory jury duty or for court appearances as a witness when the employee must serve or is required to appear as a result of a jury summons, court order, or subpoena. A leave of absence for jury or grand jury duty will be granted to any employee and will be compensated at his or her regular daily or hourly rate for each day of absence due to jury or grand jury duty. A copy of the jury summons, court order or subpoena must be supplied to the employee's supervisor when requesting time off. If jury duty ends during regular work hours, he or she must report to work promptly. Not returning to work promptly may result in unpaid leave.

Other Court Appearances. Employees will be granted unpaid leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Employees must submit documentation of their need for leave for court appearances to their supervisor and the Human Resource Manager. Arrow Academy will not discharge, discipline, or otherwise penalize an employee because he or she complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding.

4.11. Workers' Compensation

Arrow Academy provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. Arrow Academy's workers' compensation coverage is administered by Texas Mutual Insurance Company.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits depend on coverage eligibility and requirements, and the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the employee's immediate supervisor. Employees who are unable to work because of a work-related injury or illness will be

notified of their rights and responsibilities with respect to workers' compensation benefits.

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

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

An employee who believes that his or her condition is a qualifying disability and that he or she is a qualified individual with a disability under the ADA may request and pursue accommodations under the ADA.

Additional information about Arrow Academy's workers' compensation benefit offerings may be obtained from the Human Resources Department.

4.12. Voting Leave

Any employee who does not have two consecutive non-work hours while the polls are open on election day will be given up to two hours off with pay in order to vote, unless more time is required by state law. The employee should notify the appropriate supervisor before Election Day if time off is needed, so that the timing of the employee's absence can be pre-arranged.

5. BENEFITS

5.1. Review of Benefits

Employees with 10+ hours/week are eligible to participate in the state health insurance and other programs at varying levels. All Insurance including Medical will have an effective start date of the first of the month following the first active work date.

5.2. Health

All Health plans also known as medical plans are offered through TRS-ActiveCare. This benefit may also be available to your spouse and dependent children. Arrow Academy contributes \$300 monthly towards all medical premiums, take this into consideration when choosing which plan is best for you. There are multiple plan offerings to choose from:

- ActiveCare Primary
- ActiveCare Primary +
- ActiveCare HD



Arrow Academy pays the following portion of an eligible employee's premiums if the employee enrolls in a qualifying TRS Medical Insurance Plan.

Full Time Employee (More than 30 hours)	Full Employer Portion of Contribution
Part Time Employees (20-30 hours)	No Employer Contribution
Part Time Employees (10-19.99 hours)	No Employer Contribution

Health Coverage Benefits

Group health insurance coverage is available through TRS Active Care to eligible employees in accordance with TRS Active Care provisions. Employees may access the TRS website at:

https://www.trs.texas.gov/Pages/healthcare_trs_activecare.aspx

Arrow Academy's medical coverage plan(s) and Arrow Academy's annual contribution(s) to such plan(s) are reviewed annually and approved as needed by the Board of Directors. Detailed information and descriptions of coverage, premiums, and eligibility are available through the Human Resources Manager.

5.3. Dental & Vision

All Dental & Vision plans offered will be available through MetLife. This benefit may also be available to your spouse and dependent children.

5.4 Employer Paid Benefits & Insurance Eligibility

Arrow Academy provides Basic Life and Long-Term Disability coverage at no cost to full-time employees. Coverage begins the first of the month following the first active work date.

Insurance Eligibility

- Full Time Employees (Greater than 30 hours)
 - Eligible for Employer Paid Benefits
 - Eligible to enroll in all supplemental benefits
 - Eligible to enroll in a TRS Medical Insurance Plan
- Part Time Employees (20-30 hours)
 - Eligible to enroll in all supplemental benefits
 - Eligible to enroll in a TRS Medical Insurance Plan
- Employees working 10-19.99 hours
 - Eligible to enroll in all supplemental benefits
 - Eligible to enroll in a TRS Medical Insurance Plan
- Employees working less than 10 hours
 - Ineligible for insurance benefits

5.5. Teacher Retirement System of Texas

The Teacher Retirement System of Texas (TRS) administers a pension trust fund that has been serving the needs of Texas public education employees for over 75 years. A charter school is eligible for membership in TRS when the employee has:

- Regular employment with a **single** public, state-supported education institution in Texas that is expected to last for a period of 4 ½ months or more,
- For one-half or more of the full-time workload, and
- With compensation paid at a rate comparable to the rate of compensation for other persons employed in similar positions.

Substitutes 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 creditable service. To earn a year of TRS membership credit, an employee must work in a TRS-eligible position or receive paid leave from a TRS-eligible position for at least 90 days during the school year. If an employee will not meet the 90-day requirement and has worked in excess of five days in a workweek, it is the employee's responsibility to ensure the additional day(s) have been reported. Members should carefully review years of service reported when TRS provides them 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.

An employee of a public, state-supported educational institution in Texas is considered to meet these requirements if the employee's customary employment is for 20 hours or more each week at a single employer and for 4 ½ months or more in one school year.

Arrow Academy will make all required contributions for employees eligible for TRS benefits on a timely basis. Employees who are planning retirement and retirees who are considering employment after retirement should contact the Human Resource Manager for the current administrative procedures regarding the school's Retire/Rehire Policy.

Employees can contact TRS by calling 800-223-8778 or 512-542-6400. TRS information is also available on the web at <https://www.trs.texas.gov/>.

An employee is no longer eligible to receive retirement annuity from TRS if the person is convicted of a qualifying felony against a student. A qualifying felony includes the continuous sexual abuse

of a young child or children, an improper relationship between an educator and student, sexual assault, or aggravated sexual assault.

5.6. Other Retirement Plans

In addition to the state-mandated TRS retirement benefit, Arrow Academy offers additional 403(b) retirement plans for our staff members. National Benefits Services (NBS) is the administrator for this additional retirement plan option. To enroll you would need to contact NBS at: <https://www.nbsbenefits.com/contact-us/> or (800)274-0503.

5.7. Same Sex Spouses

In compliance with the U.S. Supreme Court's ruling in *Obergefell v. Hodges* (2015) and the final judgment rendered by the Texas courts in *Pidgeon v. Turner* (2017), Arrow Academy extends spousal benefits, where applicable, to same-sex spouses.

5.8. Additional Benefits

Additional Employee Paid Benefits offered through Arrow Academy are as listed:

- Hospital Indemnity
- Telehealth
- Short Term Disability
- Critical Illness
- Cancer
- Accident
- Group Life
- AD&D
- Individual Life
- Identity Theft
- Emergency Transportation
- HSA
- FSA
- Dependent Care FSA
- Prescription Savings

5.9. Unemployment Compensation Insurance

Terminated employees may be eligible for unemployment compensation benefits under the Texas Unemployment Compensation Act. At-will employees and employees provided with a notice of reasonable assurance of returning to service are not eligible for unemployment benefits during regularly scheduled breaks in the school year or summer months. Employees with questions about unemployment benefits should contact the Human Resources Manager.

6. WAGES & EXPENSES

Arrow Academy follows all Texas Payday Laws. All exempt & non-exempt employees are paid on the 15th and last business day of each month, in accordance with the Texas Payday law. Pay dates are posted in the employee handbook.

The method of pay may be changed at any time, with or without advance notice. Employee pay will either be directly deposited into the employee's financial institution of choice, or delivered through other legal means. Pay will not be released to any person other than the employee to whom pay is due, without the employee's prior written authorization.

In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will be paid on the last day of work prior to the regularly scheduled payday.

If you work only part of the school year, you will receive a prorated salary based upon the percentage of the school year you actually work. This is because most schools, including Arrow Academy, pay their employees on a fiscal year basis that either begins on August 1 and ends July 31 or September 1 and ends on August 31 of each year, depending on the type of position. Therefore, if you do not work a full year your first year, your pay will be spread over the period from your first day of employment through August 31. (i.e. Daily Rate of Pay X Actual Days Worked / Number of Remaining Paychecks)

6.1. Classification of Employees: Hours Worked

- Full-Time Employees. Full time employees are employed at least 40 hours per week. Full time employees are eligible for the employee benefits set forth in this Handbook in Section 4.
- Part-Time Employees. Part-time employees work less than 40 hours per week. Part-time employees are regularly scheduled to work during the work week at a fixed part-time schedule. Part-time employees ordinarily are not eligible for the employee benefits set forth in this Handbook in Section 4, but a part-time employee could qualify for TRS Retirement benefits depending on the employee's tenure and the number of hours worked by the employee.
- Temporary Employees. Temporary employees are hired as interim replacements to temporarily supplement the workforce, such as substitute teachers, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration.

6.2. Classification of Employees: Non-Exempt Status v. Exempt Status

Arrow Academy assigns positions, determines wages and compensates employees for overtime in accordance with state laws, local laws, and the federal Fair Labor Standards Act. The workweek for each employee is set in accordance with Section 3.2 of this Handbook.

- Exempt v. Non-Exempt Designation. Each employment position is designated as either

non-exempt or exempt as required by the federal Fair Labor Standards Act (FLSA). It is the intent of Arrow Academy to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

- The right to terminate the employment relationship at-will at any time is retained by both the employee and Arrow Academy.
- Exempt Positions. Exempt status applies to the position, not the employee. Exempt simply means the position the employee fills is exempt from the FLSA, and is not entitled to overtime compensation. Exempt employees are paid on a salaried basis, and their salaries are not reduced for absences of less than one full day. However, any full days of absence taken in excess of the employee's allotment/service record accumulation of sick or personal leave will result in an employee payroll deduction calculated on a pro-rated daily rate. Generally, teaching and administrative positions are designated as exempt positions.
 - Teaching positions are classified as exempt positions if:
 - The primary duty is teaching, tutoring, instructing or lecturing in the activity of imparting knowledge; and
 - They are employed and engaged in this activity as a teacher in an educational establishment.
 - Administrative positions are classified as exempt positions if:
 - The position is compensated on a salary basis at a rate of \$455 or more per week; and
 - The primary duty is performance of office or non-manual work directly related to the management or general business operations of the of the employer or the employer's customers; and
 - The primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.
- Exempt employees are excluded from specific provisions of federal and state wage and hour laws.
- An employee's Exempt or Non-Exempt classification may be changed only upon written notification of Arrow Academy, and in accordance with applicable federal law.
- Non-Exempt Positions. Non-exempt positions are those positions that are not exempt from the FLSA. Non-exempt positions require the school to pay the employee overtime (time and a half) for all hours worked in excess of 40 hours in a workweek. The key phrase is "hours worked." An employee may work 32 hours in a week and have 16 hours of vacation time. This would reflect as 48 hours on a paycheck, but for overtime calculation, the employee actually worked 32 hours – so overtime would not be paid. All employees in positions that are classified as non-exempt will be required to maintain a timecard or record, and will be eligible for overtime pay in accordance with the appropriate federal and state wage and hour laws.
- Arrow Academy's positions are reviewed and assigned an FLSA (exempt or non-exempt) status that is maintained on a master record by the Human Resources Department. Employees may obtain this information from the Human Resource Manager upon request.
- Timekeeping. Federal and state laws require Arrow Academy to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Employees are not to estimate future hours and include them on their timecard.
- Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal

reasons. This work log should be recorded as it takes place – not several hours or days later. Overtime work must always be approved before it is performed.

- Non-exempt employees should report to work no more than 15 minutes prior to their scheduled starting time nor stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from their immediate supervisor and/or the Principal.
- Employees sign their timecards to certify the accuracy of all time recorded. Supervisors generally will review and then sign the timecard before submitting it for payroll.
- Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Minimum Wage and Overtime

Arrow Academy compensates overtime for non-exempt employees in accordance with federal wage and hour laws. Only non-exempt employees are entitled to overtime compensation. Depending on Arrow Academy's work needs, employees may be requested to work overtime. Non-exempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. An employee who works overtime without prior written approval is subject to disciplinary action, up to and including termination.

6.3. Payday

Arrow Academy pays its employees on a semi-monthly basis. The payday cycles are as follows:

- Exempt Employees. Paydays will take place twice per month on the 15th and last day of the month. All exempt employees will receive annualized pay in their semi-monthly paychecks, whether central office administrators who work 12 months per calendar year, campus administrators who work 11 months per calendar year, or teachers and other instructional staff who work 10 months per calendar year. For purposes of this handbook, annualized pay means the payment of wages is equalized payments over the course of 12 calendar months.
- Non-Exempt Employees. Paydays will take place twice per month on the 15th and the last day of each month. All Non-exempt employees will receive annualized pay in their semi-monthly paychecks. For purposes of this handbook, annualized pay means the payment of wages is equalized payments over the course of 12 calendar months.
- Final Paycheck. If an employee is laid off, discharged, fired, or otherwise involuntarily separated from employment, the final payday will be within six (6) calendar days of discharge. If the employee quits, retires, resigns, or otherwise leaves employment voluntarily, the final payday will be on the next regularly-scheduled payday following the effective date of resignation. Any school employee who receives annualized pay and who has been overpaid wages as of their last day of employment either must reimburse the school for the amount of overpaid wages or must provide written consent for the amount of the overpaid wages to be deducted from the employee's final paycheck.

6.4. Pay Date Schedule

2025-2026 Pay Date Schedule

Pay Period Begin Date	Pay Period End Date	Date Timesheets Due	Date Paid	Number of Checks
August 16, 2025	August 31, 2025	September 2, 2025	September 15, 2025	1
September 1, 2025	September 15, 2025	September 16, 2025	September 30, 2025	2
September 16, 2025	September 30, 2025	October 1, 2025	October 15, 2025	3
October 1, 2025	October 15, 2025	October 16, 2025	October 31, 2025	4
October 16, 2025	October 31, 2025	November 3, 2025	November 14, 2025	5
November 1, 2025	November 15, 2025	November 17, 2025	November 28, 2025	6
November 16, 2025	November 30, 2025	December 1, 2025	December 15, 2025	7
December 1, 2025	December 15, 2025	December 16, 2025	December 31, 2025	8
December 16, 2025	December 31, 2025	January 5, 2026	January 15, 2026	9
January 1, 2026	January 15, 2026	January 16, 2026	January 30, 2026	10
January 16, 2026	January 31, 2026	February 2, 2026	February 13, 2026	11
February 1, 2026	February 15, 2026	February 17, 2026	February 27, 2026	12
February 16, 2026	February 28, 2026	March 2, 2026	March 13, 2026	13
March 1, 2026	March 15, 2026	March 16, 2026	March 31, 2026	14
March 16, 2026	March 31, 2026	April 1, 2026	April 15, 2026	15
April 1, 2026	April 15, 2026	April 16, 2026	April 30, 2026	16
April 16, 2026	April 30, 2026	May 1, 2026	May 15, 2026	17
May 1, 2026	May 15, 2026	May 18, 2026	May 29, 2026	18
May 16, 2026	May 31, 2026	June 1, 2026	June 15, 2026	19
June 1, 2026	June 15, 2026	June 16, 2026	June 30, 2026	20
June 16, 2026	June 30, 2026	July 1, 2026	July 15, 2026	21
July 1, 2026	July 15, 2026	July 16, 2026	July 31, 2026	22
July 16, 2026	July 31, 2026	August 3, 2026	August 14, 2026	23
August 1, 2026	August 15, 2026	August 17, 2026	August 31, 2026	24

6.5. Payroll Calculation Samples

This payroll calculation is a sample for a teacher working a full 187 days.

New Hire Calculation			
Employee:	Sample <<-- Enter Name	2025-2026	Gross Amount
Position:	Teacher <<-- Enter Position	Pay Dates	per Check
Location:	Arrow Academy <<-- Enter Location		
Action:	New Employee	15-Sep-25	\$ 2,500.00
First Day of Work: (for school year)	8/4/2025 <<-- Enter 1st Day of Work	30-Sep-25	\$ 2,500.00
Annual Contract Amount:	60,000.00 <<-- Enter employee's annual amount	15-Oct-25	\$ 2,500.00
# of Days in Contract	187 <<-- Enter employee's # of contract days	31-Oct-25	\$ 2,500.00
Daily Rate:	320.86 <<-- This is a calculated field	14-Nov-25	\$ 2,500.00
# Days Worked		28-Nov-25	\$ 2,500.00
August	20 <<--Enter Days Worked for each month	15-Dec-25	\$ 2,500.00
September	21	31-Dec-25	\$ 2,500.00
October	20	15-Jan-26	\$ 2,500.00
November	15	30-Jan-26	\$ 2,500.00
December	15	13-Feb-26	\$ 2,500.00
January	19	27-Feb-26	\$ 2,500.00
February	19	13-Mar-26	\$ 2,500.00
March	17	31-Mar-26	\$ 2,500.00
April	21	15-Apr-26	\$ 2,500.00
May	20	30-Apr-26	\$ 2,500.00
June	0	15-May-26	\$ 2,500.00
July	0	29-May-26	\$ 2,500.00
August	0	15-Jun-26	\$ 2,500.00
Total # Days to Work	187 <<-- This is a calculated field	30-Jun-26	\$ 2,500.00
Total Payroll Calculation	60,000.00 <<-- Calculated field. Daily Rate X Total # Days Worked	15-Jul-26	\$ 2,500.00
	24.00 <<-- Enter # of Checks Remaining	31-Jul-26	\$ 2,500.00
Gross Earnings Per Check	2,500.00 <<-- This is a calculated field.	14-Aug-26	\$ 2,500.00
		31-Aug-26	\$ 2,500.00
			\$ 60,000.00

Local Leave Days Possible 5.0

If you leave before the last scheduled work day, you may not accrue all of these leave days.

This payroll calculation is a sample for a Teacher starting mid-year.

New Hire Calculation			
Employee:	Sample <-- Enter Name	2025-2026	Gross Amount
Position:	Teacher <-- Enter Position	Pay Dates	per Check
Location:	Arrow Academy <-- Enter Location		
Action:	New Employee	15-Sep-25	\$ -
First Day of Work: (for school year)	12/10/2025 <-- Enter 1st Day of Work	30-Sep-25	\$ -
Annual Contract Amount:	60,000.00 <-- Enter employee's annual amount	15-Oct-25	\$ -
# of Days in Contract	187 <-- Enter employee's # of contract days	31-Oct-25	\$ -
Daily Rate:	320.86 <-- This is a calculated field	14-Nov-25	\$ -
# Days Worked		28-Nov-25	\$ -
August	0 <-- Enter Days Worked for each month	15-Dec-25	\$ -
September	0	31-Dec-25	\$ 1,962.88
October	0	15-Jan-26	\$ 1,962.88
November	0	30-Jan-26	\$ 1,962.88
December	8	13-Feb-26	\$ 1,962.88
January	19	27-Feb-26	\$ 1,962.88
February	19	13-Mar-26	\$ 1,962.88
March	17	31-Mar-26	\$ 1,962.88
April	21	15-Apr-26	\$ 1,962.88
May	20	30-Apr-26	\$ 1,962.88
June	0	15-May-26	\$ 1,962.88
July	0	29-May-26	\$ 1,962.88
August	0	15-Jun-26	\$ 1,962.88
		30-Jun-26	\$ 1,962.88
Total # Days to Work	104 <-- This is a calculated field	15-Jul-26	\$ 1,962.88
		31-Jul-26	\$ 1,962.88
Total Payroll Calculation	33,368.98 <-- Calculated field. Daily Rate X Total # Days Worked	14-Aug-26	\$ 1,962.88
	17.00 <-- Enter # of Checks Remaining	31-Aug-26	\$ 1,962.90
Gross Earnings Per Check	1,962.88 <-- This is a calculated field.		\$ 33,368.98

Local Leave Days Possible 3.0

If you leave before the last scheduled work day, you may not accrue all of these leave days.

This payroll calculation is a sample for an Hourly Aide working a full 185 days.

New Hire Payroll Calculation			
Employee:	Sample	<<-- Enter Name	2023-2024
Position:	Aide	<<-- Enter Position	Pay Dates
Location:	Arrow Academy	<<-- Enter Location	Gross Amount
Action:	New Employee		per Check
First Day of Work: (for school year)	8/6/2025	<<-- Enter 1st Day of Work	15-Sep-25 \$ 925.00
Hours per day	8.00	<<-- Enter hours per day	30-Sep-25 \$ 925.00
Hourly Rate:	15.00	<<-- Enter employee's hourly rate	15-Oct-25 \$ 925.00
Daily Rate:	120.00	<<-- This is a calculated field	31-Oct-25 \$ 925.00
# of Days in Contract	185	<<-- Enter employee's # of contract days	14-Nov-25 \$ 925.00
Annual Salary	22,200.00		28-Nov-25 \$ 925.00
# Days Worked			15-Dec-25 \$ 925.00
August	18	<<--Enter Days Worked for each month	31-Dec-25 \$ 925.00
September	21		15-Jan-26 \$ 925.00
October	20		30-Jan-26 \$ 925.00
November	15		13-Feb-26 \$ 925.00
December	15		27-Feb-26 \$ 925.00
January	19		13-Mar-26 \$ 925.00
February	19		31-Mar-26 \$ 925.00
March	17		15-Apr-26 \$ 925.00
April	21		30-Apr-26 \$ 925.00
May	20		15-May-26 \$ 925.00
June	0		29-May-26 \$ 925.00
July	0		15-Jun-26 \$ 925.00
			30-Jun-26 \$ 925.00
			15-Jul-26 \$ 925.00
Total # Days To Work	185	<<-- This is a calculated field	31-Jul-26 \$ 925.00
Total Payroll Calculation	22,200.00	<<-- Calculated field. Daily Rate X Total # Days Worked	14-Aug-26 \$ 925.00
	24.00	<<-- Enter # of Checks Remaining	31-Aug-26 \$ 925.00
Gross Earnings Per Month	925.00	<<-- This is a calculated field.	\$ 22,200.00
Local Leave Days Possible	5.0		

If you leave before the last scheduled work day, you may not accrue all of these leave days.

6.6. Supplemental Duties and Related Stipends

The Superintendent may assign formal supplemental duties to personnel from time to time for activities as needed.

- Supplemental Duty Pay for Exempt Employees. Exempt employees assigned supplemental duties shall be compensated for these assignments according to the compensation plan set by Arrow Academy.
- Supplemental Duty Pay for Non-Exempt Employees. Non-exempt employees assigned supplemental duties shall be compensated for the supplemental duties on an hourly rate. The hourly rate set for the employee's supplemental duty may differ from the hourly rate set for the employee's core employment position. Overtime wages will be paid if the employee works over 40 hours per work week, whether the work is performed in the employee's core duties, supplemental duties, or a combination of both duties.
- No Contractual Obligation Committed. Paid supplemental duties do not create any contractual obligation by the charter school to continue the assignment of the supplemental duty. An employee shall hold no expectation of continuing assignment to any paid supplemental duty.

6.7. Automatic Deposit

Employees can have their paychecks deposited into a designated account. This structure helps Arrow Academy pay its employees faster and more accurately. You may contact the Human Resources Manager for more information about automatic payroll deposit services.

Employees are responsible for notifying the Human Resources Manager, at least 10 business days before a regular scheduled payday of any changes in the employee's banking status, this can be done via TalentEd. If the change constitutes the closing of a currently designated account, an alternate account must be specified. If funds cannot be deposited in an account and are returned by the bank for any reason, a replacement check will not be issued until the funds are credited back to Arrow Academy's bank account. Additionally, a replacement fee may be applied.

The replacement check will be issued after the funds have been returned, and the employee will pick up their check at the designated campus or location and should bring a valid replacement direct deposit form.

6.8. Mistake in Payroll or Expense Reimbursement

Employees are required to immediately notify their supervisor in the event of a suspected mistake in their payroll or expense reimbursement. Failure to report an overpayment in payroll or in an expense reimbursement may result in disciplinary action.

6.9. Lost/Stolen Paychecks

Lost or stolen paychecks should be reported to the Human Resources Manager or Accounting Manager immediately. Arrow Academy will issue a stop payment on the lost or stolen check. Only after the financial institution has notified Arrow Academy that payment of the check has been stopped can a new check be issued.

6.10. Unclaimed Payroll Checks

In the event an employee does not collect their pay within 90 days, Arrow Academy will secure such pay and the wages will still be recorded. The employee will be required to present proper identification to Arrow Academy before pay will be reissued. In the event that the unclaimed pay is not claimed for a period of one year from its date of issuance, the pay amount “escheats” to the State of Texas pursuant to the Texas Property Code. After such time, the employee will need to contact the Unclaimed Property Division of the Texas State Comptroller’s Office for instructions on retrieving deposited wages.

6.11. Authorized Check Pick Up

Arrow Academy will release a paycheck to a third party, including a spouse, who is authorized in writing by the employee to receive the paycheck. Written authorization must be provided to the HR Manager prior to any paycheck being released.

6.12. Attendance Records

Employee attendance records must be kept complete and accurate. Attendance records are subject to unannounced reviews to ensure proper use. Falsification of time records is a serious offense and may lead to disciplinary action, up to and including discharge from employment.

6.13. Travel Expense and Other Reimbursements

- Travel Expense Reimbursements. Before an employee incurs travel expenses related to Arrow Academy business, the employee must receive written approval from the employee’s direct supervisor. For approved travel, employees will be reimbursed for mileage and travel expenditures according to the current rate schedule authorized by the Board of Directors. The [Travel Procedures/Expense Report](#) will need to be filled out for reimbursement. Employees must submit receipts to be reimbursed for travel expenses other than mileage. Employees will not be reimbursed for travel to and from the workplace.
- Other Reimbursements. Unless specifically pre-approved in writing by the employee’s supervisor or designee, no employee will be reimbursed for any personal expense incurred for any work related expenses such as professional development courses or for classroom supplies.

6.14. Deductions in Pay

Arrow Academy is required to make the following automatic payroll deductions:

1. Teacher Retirement System of Texas or Social Security employee contributions
2. Federal income tax
3. Medicare tax
4. Child support and spousal maintenance, if applicable
5. Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect include deductions for the employee’s share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans or prepaid tuition programs. Salary deductions may also be made for unauthorized or unpaid leave in accordance with applicable law.

If you have questions why deductions were made from your paycheck or how they were calculated, notify the Human Resources Department.

7. NON-DISCRIMINATION & ANTI-HARASSMENT

7.1. Non-Discrimination

Arrow Academy 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 Titles VI and 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, Arrow Academy 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 an Arrow Academy administrator, or the Title VII/Title IX, ADA, or ADEA Coordinator.

As required by Title IX, Arrow Academy 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 Arrow Academy. Inquiries into issues related to Title IX may be referred to Arrow Academy’s Title IX Coordinator (identified below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Arrow Academy 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 Manager, (979)703-8820, mindy.douglas@arrowacademy.org.

Arrow Academy has designated the following person as the ADA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of disability: Crystal Warner, (346)754-5867, crystal.warner@arrowacademy.org.

Arrow Academy 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 of age: Human Resources Manager, (979)703-8820, mindy.douglas@arrowacademy.org.

All other complaints regarding equal employment opportunity may be directed to: Dr. Audrey Sanders, (979)703-8820, audrey.sanders@arrowacademy.org.

Federal and State Worksite Postings

Required state and federal postings are found at each Arrow Academy campus. The following postings can be found in an area common to all employees at their facility: Employee Rights Under the Fair Labor Standards Act; Job Safety and Health: It's the Law; Employee Rights and Responsibilities Under the Family and Medical Leave Act; Equal Employment Opportunity is the Law; Your Rights Under USERRA; Employee Polygraph Protection Act Notice ("EPPA"); Texas Payday Law; Texas Whistleblower Act Notice ("TWA"); Unemployment & Payday Law; Notice to Employees Concerning Workers' Compensation in Texas; and the Texas Hazard Communication Act Notice ("THCA") to Employees. Postings are in both English and Spanish for all employees to read.

7.2. Immigration Law Compliance

Arrow Academy is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

7.3. Nondiscrimination Based on Religion

Arrow Academy does not discriminate on the basis of any aspect of religious observance, practice, or belief unless the school demonstrates that it is unable to reasonably accommodate the religious observance or practice of an employee or applicant without undue hardship to Arrow Academy's business.

7.4. Nondiscrimination Based on Military Service

Arrow Academy will not deny initial employment, reemployment, retention in employment promotion, or any benefits of employment on the basis of membership in a uniformed service, performance in a uniformed service, application for uniformed service, or obligation to a uniformed service.

Arrow Academy will not take adverse employment action or discriminate against any person who takes action to enforce protections afforded by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

7.5. Americans with Disabilities Act (ADA)

Arrow Academy is committed to complying fully with the ADA, as amended, and ensuring equal opportunity in employment for qualified persons with disabilities (which includes life-threatening illnesses and HIV and AIDS). All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all qualifying disabled employees, where their disability affects the performance of job functions, in accordance with the ADA.

Qualified individuals with disabilities shall not be discriminated against on the basis of disability in regards to recruitment, advertising, job application procedures, hiring, upgrading, promotion, demotion, transfer, layoff, termination, right of return from layoff, rehiring, rates of pay, or any other form of compensation and changes in compensation, benefits, job assignments, job classifications, organizational structures, position descriptions, lines of progression, seniority lists, leaves of absence, sick leave, any other leave, fringe benefits available by virtue of employment, selection and financial support for training, school-sponsored activities, including social and recreational programs, and any other term, condition, or privilege of employment.

Arrow Academy does not discriminate against qualified employees or applicants because they are related to or associated with a person with a disability.

7.6. Prohibition of Harassment

Arrow Academy prohibits discrimination, including harassment, of a co-worker or student 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 potentially 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

Arrow Academy 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 an Arrow Academy investigation regarding harassment or discrimination is subject to appropriate discipline, up to and including termination.

7.7. Reporting Discrimination and/or Harassment

****NOTE**** The following procedures apply to allegations of Prohibited Conduct other than allegations of harassment prohibited by Title IX. For allegations of sex-based harassment that, if proved, would meet the definition of a formal complaint of sexual harassment under Title IX, please see the procedures outlined in “Sexual Harassment Prohibited,” Section 7.8. of this Handbook.

Arrow Academy takes allegations of harassment and discrimination very seriously and intends to investigate all official complaints. Arrow Academy 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 Dr. Audrey Sanders.
- 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 Arrow Academy 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.

Arrow Academy has designated the following person as the Compliance Coordinator, who is responsible for receiving and overseeing investigations of alleged prohibited conduct other than allegations of harassment prohibited by Title IX: Human Resources Manager, (979)703-8820, mindy.douglas@arrowacademy.org.

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair Arrow Academy’s ability to investigate and address prohibited conduct. It is preferred that the employee let the designated Compliance Coordinator know within 7 days to ensure the most accurate investigation.

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

After receiving a report, the Compliance Coordinator shall determine whether the allegations, if proven, would constitute prohibited discrimination or harassment. If so, Arrow Academy shall

immediately authorize or undertake an investigation. If appropriate, Arrow Academy shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

Arrow Academy's investigation may be conducted by the Compliance Coordinator or designee, or by a third party designated by Arrow Academy 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, Arrow Academy shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct. Arrow Academy 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 Arrow Academy 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 Arrow Academy 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 "Process for General Employee Complaints and Grievances" process described in this Handbook.

Arrow Academy 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 Arrow Academy'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>.

7.8. Sexual Harassment Prohibited

Arrow Academy 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 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 Arrow Academy's educational programs or activities;
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 Arrow Academy investigate the allegation of sexual harassment.

"Supportive measures" means non-disciplinary, non-punitive individualized services offered appropriately 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 Arrow Academy educational program or activity without unreasonably burdening either party, including measures designed to protect the safety of all parties or Arrow Academy's 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 Section 7.1. of this 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.

Arrow Academy's 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, Arrow Academy must provide the following written notice to the parties who are known:

- Notice of Arrow Academy's 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 Arrow Academy prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

Grievance Process

At the time of filing a formal complaint, the complainant must be participating in, or attempting to participate in, the education program or activity of Arrow Academy.

The following guidelines apply when Arrow Academy receives a formal complaint of sexual harassment. This process is designed to incorporate due process principles, treat all parties fairly, and assist Arrow Academy in reaching reliable determinations regarding responsibility.

- Arrow Academy will require an objective evaluation of all relevant evidence—both inculpatory and exculpatory—and will ensure that credibility determinations are not based on a person's status as a complainant, respondent, or witness.

- Any individual designated by Arrow Academy as a Title IX Coordinator, investigator, decision-maker, or informal resolution facilitator must not have a conflict of interest or bias for or against complainants or respondents, either generally or individually. Arrow Academy will ensure that these individuals receive appropriate training on Title IX requirements and the Academy's sexual harassment policies.
- There is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- Arrow Academy will make reasonable efforts to complete an investigation of reported sexual harassment within 60 calendar days of receiving a formal complaint. However, the timeline may be delayed or extended for good cause, with written notice provided to both the complainant and the respondent. Good cause may include, but is not limited to, the unavailability of a party, advisor, or witness; concurrent law enforcement activity; or the need for language assistance or disability accommodations.
- Students found to have engaged in sexual harassment are subject to disciplinary action as outlined in the Student Code of Conduct.
- Arrow Academy will apply either the preponderance of the evidence standard or the clear and convincing evidence standard when determining responsibility in formal complaints, in accordance with applicable policy.
- Arrow Academy may not require, allow, rely upon, or otherwise use questions or evidence that seek disclosure of information protected under a legally recognized privilege, unless the individual holding the privilege has voluntarily waived it.

Consolidating Formal Complaints

Arrow Academy 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

Arrow Academy must investigate the allegations in a formal complaint.

Arrow Academy 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 Arrow Academy's education program or activity; or
- Did not occur against a person in the United States.

Arrow Academy 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 Arrow Academy; or
- Specific circumstances prevent Arrow Academy from gathering evidence sufficient to

- reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, Arrow Academy 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 Arrow Academy from taking appropriate action under the Student Code of Conduct 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.

- Arrow Academy will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on Arrow Academy and not on the parties.
- Arrow Academy 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 Arrow Academy receives that party's voluntary, written consent to do so.
- Arrow Academy will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- Arrow Academy will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- Arrow Academy 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. Arrow Academy 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.
- Arrow Academy 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.
- Arrow Academy 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, Arrow Academy 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 days to submit a written response, which the investigator will consider prior to completing the investigative report.
- Arrow Academy must create an investigative report that fairly summarizes relevant evidence and, at least 10 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 or the clear and convincing 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 Arrow Academy's Code of Conduct 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 Arrow Academy's education program or activities will be provided to the complainant; and
- Arrow Academy's procedures and permissible bases for the complainant and respondent to appeal.

Arrow Academy must provide the written determination to the parties simultaneously. The determination becomes final either on the date Arrow Academy 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

Arrow Academy will offer both parties an appeal from a determination regarding responsibility, and from Arrow Academy's 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, Arrow Academy 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. Arrow Academy will provide both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome.

The decision-maker(s) for the appeal will issue a written decision, based on the preponderance of the evidence or the clear and convincing 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 Arrow Academy's grievance procedures.

Emergency Removals

Arrow Academy is able to remove a respondent from Arrow Academy's education program on an emergency basis, provided that Arrow Academy 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. Arrow Academy's 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, Arrow Academy may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. However, Arrow Academy 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, Arrow Academy 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, Arrow Academy 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.

Arrow Academy may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Retaliation Prohibited

Neither Arrow Academy 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

Arrow Academy 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 in this Section 7.8. 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 Section 7.8. of this Handbook.

7.9. Employee Sexual Abuse Policy

Sexual abuse in the Arrow Academy workplace or in any related activity is criminal behavior and is not tolerated. It is the policy of the school that sexual abuse of or by an employee, faculty, student, volunteer, family member, board member, patient, or other non-employees with a business association with the school, is prohibited. A violation of this policy will be subject to criminal penalties and school sanctions. No individual, no matter his or her title or position has the authority to commit or allow sexual abuse.

Sexual abuse includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include sexual harassment. Any incidents of sexual abuse reasonably believed to have occurred will be reportable to appropriate law enforcement agencies and regulatory agencies.

Physical Evidence of Abuse

- Difficulty in walking
- Torn, stained or bloody underwear
- Pain or itching in genital area
- Bruises or bleeding of the external genitalia
- Sexually transmitted diseases

Behavior Signs of Sexual Abuse

- Reluctance to be left alone with a particular person
- Wearing lots of clothing, especially in bed
- Fear of touch
- Nightmares or fear of night
- Apprehension when sex is brought up

7.10. Student Discrimination/Harassment

Discrimination and harassment of students by employees are forms of discrimination and are prohibited by law. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the Principal or other appropriate Arrow Academy official. All allegations of prohibited harassment of a student by an employee or adult will be promptly investigated. An employee who knows of or suspects child abuse or neglect must also report his or her knowledge or suspicion to the appropriate authorities, as required by law.

Arrow Academy shall take appropriate disciplinary action against employees who have engaged in discrimination or harassment of students, up to and including termination of employment.

Retaliation against anyone involved in the complaint process is a violation of Arrow Academy policy and acts of retaliation may result in disciplinary action, up to and including termination.

Sexual Harassment of Students

Sexual harassment of students includes any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations; making comments about a student's potential sexual performance; requesting details of a student's sexual history; requesting a date, sexual contact, or any activity intended for the sexual gratification of the employee; engaging in conversations regarding the sexual problems, preferences, or fantasies of either party; inappropriate hugging, kissing, or excessive touching; suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage; telephoning or texting students at home or elsewhere to solicit unwelcome social relationships; physical contact that would reasonably be construed as sexual in nature; threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct when the conduct affects the student's ability to participate in or benefit from a program or activity; or conduct of a sexual nature that creates an intimidating, threatening, hostile or offensive educational environment.

Sexual harassment of students by employees is always a violation of law and will result in appropriate disciplinary action up to and including termination from employment and referral to appropriate law enforcement authorities.

Arrow Academy employees are generally encouraged to report an action or suspected action that is illegal or in violation of any adopted Board policy. Good faith reports may be made without fear of reprisal.

Any sexual or romantic relationship between a student and a Arrow Academy employee is always prohibited, even if consensual.

7.11. Fraud, Dishonesty, and False Statements

No employee or applicant may ever falsify any application, medical history record, student

paperwork, employee paperwork, time sheet, timecard, investigative questionnaires or any other document. Any employee found to have engaged in résumé fraud, or who made material misrepresentations or omissions on their employment application, will be subject to immediate termination of employment. Violations of this policy should be immediately reported to the appropriate supervisor.

7.12. Insubordination

All employees have duties to perform. It is against Arrow Academy policy for an employee to refuse to follow the directions of a supervisor or other school official. Employees must cooperate fully with investigations into potential misconduct. Refusal to disclose information during the course of an investigation constitutes insubordination and is subject to possible disciplinary action, up to and including termination.

In the event a supervisor directs an employee to perform an illegal or immoral act/task, the employee should immediately notify the Principal or designee.

7.13. Growth Plan/Disciplinary Action

Employment with Arrow Academy is based on mutual consent and both the employee and Arrow Academy have the right to terminate employment at-will, with or without cause or advance notice. Arrow Academy may use progressive discipline at its discretion.

Disciplinary action may include, but is not limited to, any of the following:

1. Verbal warning
2. Conference with a supervisor and/or the Principal
3. Written warning
4. Imposition of an employee growth plan / performance improvement plan
5. Suspension with or without pay
6. Termination of employment

The progression of these steps depends upon the severity of the problem and the number of occurrences. There may also be circumstances when one or more steps are bypassed.

8. EMPLOYMENT STANDARDS

The successful operation and reputation of Arrow Academy is built upon the principles of ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct and personal integrity.

Arrow Academy will comply with all applicable laws and regulations, including its charter agreement with the State of Texas, and expects all employees to conduct their work in accordance with relevant law and to refrain from any illegal, dishonest or unethical conduct. Neither the Board of Directors nor any Arrow Academy employee shall retaliate against a person who in good faith reports perceived illegal, dishonest or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, discuss the matter with your immediate supervisor and, if necessary, Human Resources.

Every employee is responsible for complying with Arrow Academy's policy of proper business ethics and personal conduct. Disregarding or failing to comply with these standards may lead to disciplinary action, up to and including termination of employment.

8.1. Expected Employee Conduct

All employees are expected to:

- Meet established expectations of job performance
- Comply with attendance policies
- Be responsible in the performance of job duties
- Be efficient
- Respect the personal and property rights of all individuals one comes in contact with during the course of Arrow Academy business
- Follow job instructions
- Maintain a courteous and professional demeanor

Employees who do not adhere to these standards are subject to disciplinary action, up to and including discharge.

8.2. Alcohol and Drug-Abuse Prevention

Arrow Academy is committed to maintaining an alcohol-and drug free environment and will not tolerate the use of alcohol or illegal drugs in the workplace or at school-related or school-sanctioned activities on or off school property. Employees who possess, distribute, use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours or while representing Arrow Academy may be dismissed. Arrow Academy's policy regarding employee alcohol and/or drug use is as follows:

Drug-Free Workplace Notice

Arrow Academy is committed to maintaining a drug-free work environment and each employee is responsible for the maintenance of such an environment. The unlawful manufacture, distribution, possession, or use of a narcotic or other illegal drugs, alcohol, or prescription medications without a prescription on Arrow Academy premises or while attending a school-sponsored or school-related activity are **strictly prohibited**.

Arrow Academy strictly prohibits:

Being impaired or under the influence of legal or illegal drugs or alcohol away from school property, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Arrow Academy's reputation.

Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Arrow Academy property, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Arrow Academy's reputation.

The presence of any detectable amount of prohibited substances in the employee's system while at work, on Arrow Academy property, or while attending a school-sponsored or school-related activity. "prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to an employee.

Additionally, an employee must notify Arrow Academy of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within 30 days of receiving such notice, Arrow Academy shall either (1) take appropriate personnel action against the employee, up to and including termination; or (2) require the employee to participate satisfactorily on drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency or other appropriate agency.

Violation of this policy may lead to disciplinary action, up to and including discharge.

As a condition of employment with Arrow Academy may ask an employee to submit to a drug or alcohol test (1) whenever it reasonably believes that the employee may be under the influence of drugs or alcohol at the work place in violation of this Drug-Free Workplace policy, including, but not limited to the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity; unusual, bizarre or erratic conduct that suggests the employee is impaired by, or under the influence of, drugs or alcohol; negative performance patterns; or excessive and unexplained absenteeism or tardiness. (2) An employee is involved in an on-the-job accident or injury under circumstances that suggest the possible use or influence of drugs or alcohol in the accident or injury. (this includes not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way). (3) Arrow Academy may perform pre-employment drug or alcohol testing after an offer of employment is made and accepted.

Nothing in this policy prohibits, or in any way limits, the lawful use of prescription or nonprescription drugs. However, an employee must inform his/her immediate supervisor if he/she is using a prescription or nonprescription drug which could impair work performance or pose a risk of harm to the employee, to others, or to property. It is the employee's responsibility to determine from his or her physician(s) if the medication can impair work performance or pose

such a risk. If the lawful use of lawful prescription or nonprescription drugs does limit or otherwise impair the employee's ability to perform the essential functions of his or her position or otherwise creates a safety risk, the Human Resources Department will meet with the employee to determine whether a reasonable accommodation is available.

All reports by Arrow Academy regarding drug or alcohol testing results shall be kept strictly confidential but may be used as the basis for disciplinary action or other action regarding employment status.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including termination. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

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

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

Employees with questions or concerns relating to alcohol and drug policies and related educational material should contact the Human Resource Department.

8.3. Safety/Reporting of Injury

The school is committed to a safe work environment. Employees should report unsafe practices or conditions to their supervisor. For safety reasons, employees should avoid the use of cell phones while driving.

School procedure for reporting and handling work-place injuries is as follows:

- Completion of a [First Report of Injury form](#) is required within 24 hours of a work-related injury or accident.
- All work-place injury/accident reports go to your immediate supervisor and the director of your center within 24 hours.
- The employee, supervisor, or director is to contact Human Resources to report the incident or accident immediately. In addition, incident/accident reports are sent to Human Resources within 24 hours. While not all injuries require medical attention, it is required to report it.
- If an examination or treatment is necessary, employees have authorization to see a designated medical facility.

8.4. Violence in the Workplace

Arrow Academy is committed to providing a safe workplace that is free from violence or threats of violence. Any and all acts of violence in the workplace are prohibited and subject to disciplinary

action, up to and including discharge. Additionally, any and all threats of violence, direct or indirect, serious or said in jest, are prohibited. All threats will be taken seriously and are subject to disciplinary action, up to and including discharge.

Employees concerned about family violence being brought into the workplace or onto the workplace parking lot are encouraged to notify their director supervisor or the Human Resources Department.

Any employee who receives a protective or restraining order that lists Arrow Academy as a protected area is required to provide the Human Resource Manager with a copy of the order and any information requested by Arrow Academy to identify the individual subject to the order.

8.5. Suspicious Behavior

Employees are encouraged to report any suspicious behavior observed at school or at any school-related or school-sponsored activity. Strangers or former employees walking unaccompanied in areas not generally open to the public should be pointed out to a supervisor.

8.6. Former Employees

Unless granted permission by a central office or campus administrator, former employees may not enter areas that are not open to the public after they are no longer employed by Arrow Academy.

8.7. Employee Dress Code

Employee dress should be neat, clean, and appropriate for a professional appearance. At Arrow Academy, personal appearance, hygiene, and attire are very important. A professional image must be maintained. Therefore:

- All tattoos that are distracting in the learning environment will be covered at all times
- All undergarments should not be visible (i.e. bra straps, underwear, etc.)
- Facial hair (beard, mustache, or goatee) must be well groomed
- Body piercings (except for earrings) should not be visible
- Outer garments will fit properly (not tight fitting)
- Blouses, sweaters, and shirts must cover the midriff and lower back, including while reaching or bending
- Shirts and tops that are not made to be worn out (with a long tail) should be tucked in, unless worn as a jacket
- While shoes must be worn at all times, house shoes (e.g. slippers) and flip-flops are not allowed.
- Campus Directors may authorize casual dress or spirit shirt days at their discretion.

If an employee is unsure of the appropriateness of a particular item of clothing, the employee should choose not to wear it.

Business Casual is the expected attire for workdays that require formal interaction with students, parents, community or with external colleagues, and/or business partners, etc.

For men, business casual includes khaki style trousers or similar style pants or slacks worn with a sweater, polo-style or button-down short- or long-sleeved shirt. Generally, shirts are collared. A

jacket, blazer, or tie is optional. Casual leather, suede, loafers, or similar style shoes are appropriate.

For women, business casual includes khaki style slacks and/or skirts, coordinated shirts and skirts, twinsets, and shirt dresses. The top can be either a short- or long-sleeved blouse/shirt or sweater. 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. All dresses and skirts should be knee length or longer. Dress sandals with a back strap or open-toe pumps are acceptable.

Department-Appropriate category of attire is acceptable for those personnel whose job responsibilities involve physical exertion, outdoor work, heavy equipment, hazardous materials, or soiled surfaces, including physical education and custodial work. For men and women, department-appropriate includes more casual pants, sweat/jogging suits, collared shirts that have long or short sleeves, sweaters or polo-type shirts. T-shirts and appropriate length shorts are acceptable for the physical education teacher. Shoes that are appropriate to the job, in terms of both safety and appearance including tennis shoes, work boots and other similar style shoes.

Jeans are not considered appropriate attire for the school setting. However, jeans of any color that are not torn, ripped, or faded may be worn only on designated days as announced during the year, such as with a spirit shirt, Go-Texan Day, local sports-team-recognition days, or other similar designated days. Additionally, because it is difficult to establish a specific dress standard, an Arrow Academy administrator may require an employee to change clothing into attire more appropriate for the school environment.

Exceptions to the dress code may be considered to make reasonable accommodations for an employee's disability, as defined by the Americans with Disabilities Amendments Act of 2008, or for an employee's sincerely held religious belief.

8.8. Employee Searches

Arrow Academy reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" include illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement.

Employees should not expect privacy in any work areas, including but not limited to classrooms, offices, desks, file cabinets, computers, or cell phones owned or leased by Arrow Academy. All work areas, employee belongings, and Arrow Academy property may be searched at any time. This includes, but is not limited to, lockers, personal vehicles (if driven or parked on school property), bags, purses, briefcases, backpacks, lunch boxes, and other containers. Any of the following may be monitored if they occur during business hours, at school activities, and/or on school property: phone calls, voice-mail, e-mail (work and personal), cameras, computers, and internet activity. Furthermore, employees do not have an expectation of privacy in school issued phones or private phones used for work purposes.

Also, employees have no expectation of privacy with respect to their text messages or emails

pertaining to school business. Consequently, all school related records or student related records, including text messages and emails, must be kept in accordance with Arrow Academy's records retention policy.

All Arrow Academy employees are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be done on a random basis or based upon reasonable suspicion. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search under this policy will be done in a manner protecting employee privacy, confidentiality, and personal dignity to the greatest extent possible. Arrow Academy will respond severely to any unauthorized release of information concerning individual employees.

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

8.9. Tobacco Products and E-Cigarettes

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

For purposes of this policy, "e-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. This also includes any and all vapors, inhalants, electronic cigarette devices or other devices or paraphernalia used with vapors, other inhalants or chemicals.

All personnel shall enforce this policy on Arrow Academy property.

8.10. Audio & Video Recordings

Arrow Academy is charged with the responsibility of caring for students. Maintaining a safe and efficient school is critical to fulfilling this responsibility. Arrow Academy reserves the right to conduct surveillance in its facilities and offices when such surveillance is in the best interest of the school, its students, or its employees, such as for possible problems with student abuse, theft, drugs, alcohol or other serious misconduct. Therefore, employees are on notice that they should have no expectation of personal privacy while at work and all schools and school facilities are subject to surveillance, including parking lots. Surveillance may be by electronic means or direct human involvement. Surveillance methods may be visible or may be concealed. Periods of surveillance may or may not be announced at the option of Arrow Academy. No employee shall initiate surveillance of any kind without express approval of the Superintendent. Technical assistance with surveillance may be sought from local law enforcement agencies in conducting surveillance and surveillance results may be shared with local law enforcement agencies when possible criminal action is indicated.

8.11. Office Dating

Employees who are in administrative, management, or supervisory roles are prohibited from dating any employee over whom they have direct or indirect supervision. Also, individuals who work within the Human Resources Department are prohibited from dating any Arrow Academy employee.

If two employees are involved in a dating relationship, it will be presumed by Arrow Academy that the relationship is welcomed by both parties unless one or the other notifies Arrow Academy to the contrary. Public displays of affection and favoritism during work hours and school activities are prohibited.

Conduct that occurs during a disagreement or following a termination of the relationship must not violate Arrow Academy's harassment policy.

8.12. Workplace Investigations

When Arrow Academy investigates a complaint of misconduct, including but not limited to complaints of student abuse or any type of discrimination or harassment, it expects and requires the cooperation of all employees including the complainant, witnesses, and the accused. During an investigation, Arrow Academy may interview employees privately and take oral and/or written statements from them. Any employee who fails to cooperate with such an investigation or to provide complete and truthful information may be subject to disciplinary action, up to and including termination from employment.

8.13. Reporting an Educator's Misconduct

The Superintendent shall promptly notify the SBEC by filing a written report (within seven days of first learning about an alleged incident of misconduct) with the TEA 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, and Arrow Academy learned of the criminal record by means other than the criminal history clearinghouse established by the TxDPS.
2. That an educator or certificate holder was terminated and there is evidence that the educator:
 - a. Abused or otherwise committed an unlawful act with a student or minor;
 - b. Was involved in a romantic relationship or solicited or engaged in sexual conduct with a student or minor;
 - c. Possessed, transferred, sold, or distributed a controlled substance;
 - d. Illegally transferred, appropriated, or expended school property or funds;
 - e. Attempted 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; or
 - f. Committed a crime or any part of a crime while on school property or at a school-sponsored event.
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.
4. That an educator engaged in conduct that violated the assessment instrument security procedures established by Education Code 39.0301.

Additionally, the Principal shall promptly notify the Superintendent within seven days of obtaining knowledge or information of (1) an educator's termination of employment or resignation following an alleged incident of misconduct described in items one, two, three, or four above; or (2) learning of an educator's criminal record by means other than a criminal history clearinghouse report.

In accordance with state law, the Superintendent must complete an investigation of an educator that involves evidence that the educator may have engaged in abuse or otherwise committed an unlawful act with a student or minor, or was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor, despite the educator's resignation 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 Superintendent is unable to complete the investigation, the Superintendent is still required to timely report to SBEC that the investigation was interrupted at the request of law enforcement.

Pursuant to Education Code § 21.006(c-2), the Superintendent may not be required to notify SBEC or file a report with SBEC if the Superintendent completes an investigation into the alleged incident of misconduct **before** the educator's termination or resignation (not after) and the Superintendent determines the educator did not engage in the alleged incident of misconduct. The Superintendent should seek legal counsel before making any such determination, and if there is any doubt or concern, err on the side of reporting to SBEC.

Arrow Academy shall provide notice to the parent or guardian of a student with whom an educator is alleged to have engaged in misconduct in accordance with state law. The Superintendent or designee shall also notify the Board of Directors and the educator of the filing of the report.

Prior to the start of employment, applicants must complete the Pre-Employment Affidavit form, as published by the TEA, disclosing whether the applicant has been charged with, adjudicated for, or convicted of having an inappropriate relationship with a minor.

8.14. Reporting Employee Misconduct (Non-Educators)

In addition to any reporting requirements under Chapter 261 of the Texas Family Code, the Superintendent shall notify the Commissioner of Education, within seven business days, after knowing of an non-educator's termination or resignation if:

1. A non-educator's employment with Arrow Academy was terminated and there is evidence that the employee:
 - a. Abused or otherwise committed an unlawful act with a student or minor; or
 - b. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor; or
2. The employee resigned and there is evidence that the employee engaged in misconduct described above.

This reporting requirement applies to any person who is employed by Arrow Academy and who does not hold a certification or permit issued under Subchapter B, Chapter 21 of the Texas Education Code.

The Superintendent shall complete an investigation of an employee that involves evidence that the employee may have engaged in misconduct described above, despite the employee's resignation from employment before completion of the investigation.

Principals must notify the Superintendent within seven business days after the date of an employee's termination or resignation following an alleged incident of misconduct described above.

8.15. Updated/Current Employee Information

Employees are responsible for promptly notifying Human Resource Manager of the following changes:

- Home address or telephone number
- Marital status or number of dependents
- Insurance beneficiary
- Number of exemptions claimed for income tax purposes
- Driving record or driver's license status (if the employee operates an Arrow Academy vehicle or uses a personal vehicle for work-related duties, excluding commuting)
- Legal name change
- Public Information Act form regarding the release of personal information

8.16. Allowable Uses of School Property

Employees may use Arrow Academy property only for a purpose that is consistent with applicable law and to implement a program that is described in Arrow Academy's charter. Without written permission from the Superintendent, employees are prohibited from using school property for non-instructional purposes. Also, using charter school property for political purposes is prohibited. Employees must request approval from a supervisor before distributing third-party materials on school property or at school related events.

Employees of Arrow Academy may use local telephone service, cellular phones, electronic mail, Internet connections, instructional technology, and for incidental personal use under the following conditions:

- Such incidental personal use must not result in any direct cost paid with state funds. If this does happen, the employee who caused the direct cost to be incurred by Arrow Academy must reimburse Arrow Academy;
- Such incidental personal use must not impede the functions of Arrow Academy;
- The use of Arrow Academy property for private commercial purposes is strictly prohibited; and
- Only incidental amounts of an employee's time for personal matters, comparable to reasonable coffee breaks during the day, are authorized under this section.

An employee may be required to compensate Arrow Academy for any damage and/or destruction the employee causes to Arrow Academy property.

A violation(s) of this section may result in disciplinary action, up to and including discharge.

8.17. Computer & Internet Use

With the exception of the incidental personal use described in Section 8.15 access and use of Arrow Academy's computers, computer networks, electronic mail, the Internet, and all instructional technology are only for educational and administrative purposes. The access of material that is obscene, child pornography, or harmful to minors is prohibited. Please see Section 12 for a more in-depth policy regarding communication systems, property, and networks.

Failure to comply with this section may result in disciplinary action, up to and including termination.

8.18. Administration of Medication to Students

Administration of Medication

Unless otherwise authorized or described below, school employees and volunteers are prohibited from administering medications to students, including vitamins and food supplements. Medication should be administered outside of school hours, if possible. If necessary, medication can be administered at school under the following circumstances:

- Nonprescription medication brought to school must be submitted by a parent along with a written request. The medication must also be in the original and properly labeled container.
- Prescription medications administered during school hours must be prescribed by a physician or advanced nurse practitioner (“ANP”) and filled by a pharmacist licensed in the State of Texas. Prescriptions ordered or filled in Mexico will not be accepted.
- Prescription medications must be submitted in a labeled container showing the student’s name, name of the medication, reason the medication is being given, proper dosage amounts, the time the medication must be taken, and the method used to administer the medication. Medications sent in plastic bags or unlabeled containers will NOT be administered.
- If the substance is herbal or a dietary supplement, it must be provided by the parent and will be administered only if required by the student’s Individualized Education Program (“IEP”) or Section 504 plan for a student with disabilities.
- Only the amount of medication needed should be delivered to the school, i.e., enough medication to last one day, one week, etc. In cases of prolonged need, send in the amount for a clearly specified period. Extra medication will not be sent home with the student.
- In certain emergency situations, Arrow Academy may administer a nonprescription medication to a student, but only in accordance with the guidelines developed by the school’s medical advisor and when the parent has previously provided written consent for emergency treatment.

8.19. Psychotropic Drugs and Psychiatric Evaluations or Examinations

No employee may:

- Recommend that a student use a psychotropic drug;
- Suggest any particular diagnosis; or
- Preclude a student from attending class or participating in a school-related activity if the parent refuses to consent to the administration of a psychotropic drug to a student or to a psychiatric evaluation or examination of a student.

“Psychotropic drug” means a substance that is used in the diagnosis, treatment, or prevention of

a disease or as a component of a medication and intended to have an altering effect on perception, emotion, or behavior.

8.20. Parent and Student Complaints

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board of Directors has adopted orderly processes for handling such complaints. Parents or students may obtain information on this process from the Human Resources Department.

8.21. Student Conduct and Discipline

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

Bullying

Arrow Academy prohibits bullying of students, as well as retaliation against anyone involved in the complaint process. Bullying means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property,
- is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student,
- materially and substantially disrupts the educational process or the orderly operation of a classroom or the school, or
- infringes on the rights of the victim at school.

The definition of bullying includes "cyberbullying," which means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Arrow Academy's *anti-bullying policy* applies to:

- bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
- bullying that occurs on a publicly or privately-owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
- cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying:
 - interferes with a student's educational opportunities; or
 - substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Any employee or student who believes that he or she may have experienced or witnessed bullying

should immediately report the alleged acts to the Principal or designee.

The Principal or designee will notify the victim, the student alleged to have engaged in bullying, and any student witnesses of available counseling options.

The Principal or designee will also provide notice of the incident of alleged bullying to:

- A parent or guardian of the alleged victim on or before the third business day after the date the incident is reported; and
- A parent or guardian of the alleged bully within a reasonable amount of time after the incident.

The Principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited discrimination or harassment, and if so, proceed with an investigation under Arrow Academy's anti-discrimination and harassment policy instead. The Principal or designee shall conduct an appropriate investigation based on the allegations in the report, and shall take prompt interim action calculated to prevent bullying during the course of an investigation, if appropriate.

The Principal or designee shall prepare a written report of the investigation, including a determination of whether prohibited bullying occurred. If the results of an investigation indicate that bullying occurred, the school shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct in accordance with the Student Code of Conduct. Arrow Academy may act based on the results of an investigation, even if the school concludes that the conduct did not rise to the level of bullying under this policy.

Discipline for a student who receives special education services for conduct meeting the definition of bullying or cyberbullying must comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). Arrow Academy may not impose discipline on a student who, after an investigation, is found to be a victim of bullying, based on that student's use of reasonable self-defense in response to the bullying.

Student Attendance

Teachers and staff should be familiar with Arrow Academy's policies and procedures for attendance accounting. Contact the Principal for additional information.

Student Transportation

Except in limited emergency situations, Arrow Academy employees are not authorized to transport students in the employee's personal automobile.

Student Welfare: Computer Technician Reports of Child Pornography

Any computer technician employed by Arrow Academy who, in the course and scope of employment or business with Arrow Academy views an image on a computer that is or appears to be child pornography must immediately report the discovery to a local or state law enforcement agency or the Cyber Tipline at the National Center for Missing and Exploited Children. The report must include the name and address of the owner or person claiming a right to possession of the computer, if known, and as permitted by federal law.

8.22. Reporting Child Abuse/Child Neglect

All employees are considered professional reporters and are required by state law to report any suspected child abuse or neglect, as defined by Texas Family Code §261.001, to a law enforcement agency, Child Protective Services (“CPS”), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS.

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

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

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, Arrow Academy is prohibited from taking an adverse employment action against an employee who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

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

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the Principal. This includes students with disabilities who are no longer minors. *Employees are not required to report their concern to the principal before making a report to the appropriate agency.* In addition, employees must cooperate with investigators of child abuse and neglect.

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

Sexual Abuse and Maltreatment of Children

Arrow Academy has established a plan for addressing sexual abuse, sex trafficking, and other maltreatment of children. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused, trafficked, or otherwise maltreated. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child’s mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Maltreatment is defined as abuse or neglect. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the

procedures described in “Student Welfare: Child Abuse and Neglect Reporting” above.

Notification to Parents Regarding Qualifications

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

State law requires that Arrow Academy provide to the parent or guardian of each enrolled student written notice of the professional qualifications of the student’s classroom teachers. Arrow Academy will also provide this information upon request from a parent.

Employee Training

Arrow Academy shall provide training for all new and existing employees on awareness of issues regarding child abuse and reporting, sexual abuse prevention, sex trafficking, bullying and David’s law, and other maltreatment of children, including prevention techniques for and recognition of child abuse, sex trafficking, and other maltreatment of children.

8.23. Use of Personal Vehicles and Traffic Violations

Employees conducting school-related business in their personal vehicles are expected to comply with all state laws related to vehicle insurance coverage requirements. If involved in an accident while on school-related business, personal vehicle insurance takes precedence.

If an employee, during the course of Arrow Academy business, receives a traffic violation, the employee will be personally liable for any expenses incurred from that violation. If, during the course of transporting a student(s), an employee receives a traffic violation, that employee is subject to disciplinary action, up to and including discharge.

8.24. Weapons and Firearms Prohibited

Texas Penal Code section 46.03, prohibits firearms, location-restricted knives, clubs or any prohibited weapon on the physical premises of a school, any grounds or building on which an activity sponsored by a school is being conducted, or school transportation vehicle. Any violation of this policy by a Arrow Academy employee may result in immediate termination. To ensure the safety of all persons, employees who observe or suspect a violation of this prohibition should report it immediately to their supervisor.

8.25. Social Media Usage

Personal Accounts Arrow Academy does not take a position on an employee’s decision to participate in blogs, wikis, social media pages, etc. for personal use on personal time. If, however, staff members choose to do so, staff members should not post anything that would violate student confidentiality or the professionalism and ethical conduct of Arrow Academy employees.

Arrow Academy prohibits employees from being friends or connecting with students on any social media platform such as Facebook, Twitter, Snapchat, Instagram and others, unless you have an appropriate out-of-school relationship with the student such as relatives, church, scouts, or other activity that would be appropriate for such informal communication. (see also section 8.20) Staff

must avoid posting student information, pictures, work product exemplars on personal social media sites, blogs, etc. Parental consents apply only to school-sanctioned sites. Be aware that even with the most stringent privacy settings, photo tagging and other tools may make personal information regarding students and their families publicly available.

When using personal social media sites, if you identify yourself as an employee of the Arrow Academy, you must remember that you have associated yourself with the school, your colleagues and your school community; therefore, your online behavior must reflect the same standards of professionalism, respect and integrity as your face-to-face communications. You must ensure that any associated content is consistent with the mission and work of the school. You must also respect all copyright and other intellectual property laws. For Arrow Academy's protection, as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including Arrow Academy's own copyrights, trademarks, and brands.

Even with the most stringent privacy settings, when posting online comments that are related to school, students, or families, even in a personal capacity, staff should act as if all comments/postings are in the public domain. Use caution when posting any comment and/or images to the internet that may reflect negatively on your professional image. Be advised that failure to adhere to these guidelines may result in disciplinary action, up to and including termination.

Professional Accounts When using social media sites/products for school related purposes, use Arrow Academy - sanctioned and/or created platforms (e.g. Arrow Academy Facebook page).

Staff cannot communicate with parents and students with a personal phone number or email account. Professional communications between staff, students, and parents must be through a school approved program, or school provided device.

We encourage staff to establish "professional office hours" and share them with students and parents so that they know if and when you will respond to questions that are emailed, posted on social media, or otherwise communicated to staff.

If staff wishes to post student information, pictures, work product exemplars on personal social media sites, blogs, etc., they must first ensure a parental consent is on file with the school. Staff must not post anything regarding a student without parental consent.

If an employee's use of social media violates state or federal law or Arrow Academy policy, or interferes with the employee's ability to effectively perform his or her job duties or adversely impacts Arrow Academy and its service to students and parents (as solely determined by Arrow Academy), the employee is subject to disciplinary action, up to and including termination of employment.

8.26. Staff/ Student Romantic Relationships

All Arrow Academy employees will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Employees shall not form personally intimate or romantic relationships with students, regardless of whether the student is 18 years old. Intimate physical contact between an employee and a student is strictly prohibited,

even if consensual. For purposes of this policy, “intimate physical contact” includes but is not limited to holding hands, lap sitting, kissing, petting, and sexual intercourse of any kind.

Text messages and email communications are prohibited between employees and students unless the communication is for educational purposes. Arrow Academy prohibits employees from being friends or connecting with students on any social media platform such as Facebook, Twitter, Snapchat, Instagram and others. Also, employees are prohibited from engaging in electronic dating applications with students such as Tinder.

Employees may elect not to disclose their personal telephone number or e-mail address to students.

Employees must report any behavior that is observed at school or at any school-related or school-sponsored activity that might violate this policy. Additionally, if employees receive any inappropriate communication from a student, the employee must report the incident to their immediate supervisor or superintendent. Reports may be submitted directly to the campus administrator via email or verbally in person. A report should include the name of the employee involved, name of the student involved, location of incident, and description of incident. If possible, a report should include any copies of communication between the employee and the student.

8.27. Authority to Bind Contracts

Only the charter school board of directors, acting as a body corporate, has legal authority to bind the charter school to a financial or contractual obligation. Accordingly, no school employee is authorized to bind the charter school to any financial or contractual obligation unless the board of directors has expressly and explicitly delegated contracting authority to that employee through the adoption of board policy or through other formal board action.

8.28. Expressing Breastmilk in the Workplace

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

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

8.29. Visitors in the Workplace

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

Arrow Academy may establish an electronic database for the purpose of storing information concerning school visitors. Such databases may only be used for purposes of school security, and may not be sold or otherwise disseminated to a third party for any purpose. Arrow Academy may also verify whether any visitor to a campus is a sex offender registered with the computerized

central database maintained by the Department of Public Safety, or any other database accessible by Arrow Academy.

9. GRIEVANCE PROCEDURES

Informal Process

Employees who have a complaint about their terms or conditions of work are encouraged to resolve their concerns informally with their co-workers and/or supervisors at the lowest level possible. If the employee is not satisfied with the outcome of the informal resolution, then the employee may file a formal complaint according to the procedures below.

Excluding a complaint against the Superintendent's designee, each complaint must initially be brought at the lowest level of review, at the Campus Principal Review level. If the complaint is against the principal, then the complaint may be initially brought at the Superintendent's designee's level.

Guidelines for General Employee Complaint Process

Definitions

For purposes of understanding the General Employee Complaints and Grievances Process, terms are defined as follows:

The terms "complaint" and "grievance" shall have the same meaning and may pertain to the following situations:

1. Grievances concerning an employee's wages, hours, or conditions of work;
2. Specific allegations of unlawful discrimination in employment based on the employee's sex (including allegations of sexual harassment and/or wage discrimination on the basis of sex), race, religion, national origin, age, veteran status, or disability, following completion of an investigation by the designated compliance coordinator or designee set by policy; or
3. Specific allegations of unlawful discrimination or retaliation based on the employee's exercise of constitutional rights.

"Business Day"

For purposes of this grievance policy, "school day" means any calendar day that the school's central administrative office is open without regard to whether students are attending school. In calculating timelines under these procedures, the day a document is filed is "day zero". All deadlines shall be determined by counting the follow business day as "day one."

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication (including e-mail and fax), or by U.S. Mail. Hand-delivered filing shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filing shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline

Scheduling Conferences

Arrow Academy will make reasonable attempts to schedule conferences at a mutually agreeable

time. If the employee fails to appear at a scheduled conference, Arrow Academy may hold the conference and issue a decision in the employee's absence.

Response

Pursuant to section 9.1 and 9.2 below a "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's e-mail address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

If the administrator addressing the complaint determines that additional time is needed to complete a thorough investigation of the complaint and/or to issue a response, the administrator shall inform the grievant in writing of the necessity to extend the response time and a specific date by when the response will be issued.

A grievance official who fails to meet a time requirement, without providing written notice of an extended deadline, shall be considered to have denied the complaint as of the date of the missed deadline.

Representative

"Representative" means a person designated to represent him or her in the complaint process. An employee may designate a representative through written notice to Arrow Academy at any level of the grievance process. The representative may participate in person or by telephone / video conference. If the employee designates a representative with fewer than three days' notice to Arrow Academy before a scheduled conference or hearing, Arrow Academy may reschedule the conference or hearing to a later date, if desired, in order to include the school's counsel. Arrow Academy may be represented by counsel at any level of the process.

Consolidating Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, Arrow Academy may consolidate the complaints.

Untimely Filings

All time limits for an employee to file a complaint shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, upon written notice to the employee, at any point during the complaint process.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by Arrow Academy.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be re-filed with all the required information if the re-filing is within the designated time for filing.

Formal Process

An employee may initiate the formal grievance process described below by timely filing a written complaint form.

The grievance process described below shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

9.1. Campus Principal Review of Complaint

Where an employee has a complaint or concern regarding their terms or conditions of work, the individual shall first bring their complaint or concern in writing to the appropriate campus principal or to the employee’s direct supervisor if the employee does not work on a school campus. The complaint must be brought within 15 business days of the date that the complainant knew or should have known of the alleged harm. The complaint must be specific, and where possible suggest a resolution. The principal/supervisor must consider the complaint, attempt to remedy the complaint in the best interest of the affected parties, and document the outcome. The principal/supervisor must respond to the complainant and issue a final decision in writing within 10 business days of the principal’s/supervisor’s receipt of the complaint.

9.2. Superintendent’s Designee Review of Complaint

If the complainant is not satisfied with the final decision of the campus principal/supervisor, then the individual may file a written appeal to the Superintendent’s designee. This written appeal shall be filed with the Superintendent’s designee’s office within 10 business days of the individual’s receipt of the final decision from the campus principal/supervisor. The complaint shall include a copy

of the prior written complaint, along with a copy of the final decision of the campus principal/supervisor. A copy of the appeal shall also be delivered to the campus principal/supervisor.

The appeal must be specific, and where possible suggest a resolution. The complaint shall not include any new issues or complaints unrelated in the original complaint.

The Superintendent’s designee, shall respond to the complaint and issue a final decision in writing within 15 business days of receipt of the written appeal.

9.3. Board of Directors Review of Complaint

If the complainant is not satisfied with the Superintendent’s designee’s final decision, then the individual may appeal their complaint in writing to the Board of Directors within 10 school days of receiving the Superintendent’s designee’s final decision. The complaint shall be directed to the President of the Board, and shall include a copy of the written complaint to the Superintendent’s

designee along with a copy of the Superintendent's designee's final decision. A copy of this appeal shall also be delivered to the Superintendent's designee.

The President of the Board, at the next regular meeting of the Board, shall provide a copy of the complaint record to all board members. The Board's decision shall be decided on a review of the record developed at the Superintendent's designee's level. Any action of the Board of Directors regarding the complaint shall be taken in compliance with the Texas Open Meeting Act.

9.4 Whistleblower Complaints

The Texas Whistleblower Act ("TWA") protects employees who make good faith reports of violations of law by Arrow Academy or another employee to an appropriate law enforcement authority. Arrow Academy is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against an employee who makes a report under the TWA.

An employee who alleges a violation of whistleblower protection must file a written complaint to the Human Resources Manager no later than the 90th day after the date on which the alleged suspension, termination, or other adverse employment action occurred or was discovered by the employee through reasonable diligence.

Following receipt of a whistleblower complaint, the Superintendent or designee will conduct an investigation and issue a written response to the complaint. An employee who is dissatisfied with the outcome of the investigation may file an appeal to the Board of Directors through the General Employee Complaints and Grievances Process described in Section 9 of this Handbook, beginning at Level Three.

Arrow Academy may shorten its general timelines for investigating employee complaints and concerns to allow the Board of Directors to make a final decision within 60 calendar days of the initiation of the complaint. If the Board of Directors does not render a final decision before the 61st day after a whistleblower complaint is filed, an employee may:

1. Exhaust the Arrow Academy complaint procedure, in which case the employee must sue not later than the 30th day after the date those procedures are exhausted to obtain relief under the TWA; or
2. Terminate the school's complaint procedures and sue within the timelines established by the TWA.

10. SEPARATION FROM EMPLOYMENT

10.1. Termination or Resignation

Employees are employed at will and can be dismissed without notice or warning.

All school-owned property in the employee's possession must be returned to his or her supervisor upon separation from employment. Failure to return school-owned property constitutes theft of public property and will be reported to law enforcement.

In the event an employee has been terminated or resigns, it is the employee's responsibility to provide a forwarding address and telephone number. This information must be provided to the Human Resources Manager no later than December 31 of that year for W-2 purposes, and no later than the last day of work in the event of termination or resignation. In the event the W-2 or final paycheck is returned to the Arrow Academy the school will hold the W-2 or the final check until claimed by the former employee or by an individual authorized in writing by the former employee to collect the check and/or the W-2.

Exit interviews will be scheduled for all employees leaving Arrow Academy. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time.

Reports Concerning Court-Ordered Withholding

Arrow Academy is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance to the court and the individual receiving the support (Texas Family Code §8.210, 158.211). Notice of the following must be sent to the court and support recipient:

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

Termination Grievances (General Complaints)

A terminated employee may request a review of the dismissal decision. Termination grievances (other than whistleblower complaints) must be submitted in writing to the Human Resources Manager within five calendar days of notice of termination. The Human Resources representative will schedule and hold a conference within five business days of the request and shall issue a written decision within five business days after the conference. A former employee wishing to appeal this decision may appeal through the General Employee Complaints and Grievances process described in Section 9 of this Handbook. Termination decisions will not be deferred pending the outcome of an appeal.

10.2. COBRA Notice

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), Arrow Academy will provide notice to each employee who is separated from employment of the employee's right to choose to continue group health benefits provided by the charter school's group health plan. COBRA generally requires that group health plans sponsored by employers with 20 or more employees in the prior year offer employees and their families the opportunity for

a temporary extension of health coverage in certain instances.

11. Miscellaneous Provisions

11.1. Emergencies

All employees should be familiar with the evacuation diagrams posted throughout the school. Fire, tornado, and other emergency drills will be conducted to familiarize employees and students with evacuation procedures. Fire extinguishers are located throughout all school buildings. Employees should know the location of these devices and how to use them.

11.2. External Inquiries

Employees should contact the Human Resources Manager regarding all employee-related legal matters and external inquiries. This includes all inquiries, notices or other communication from attorneys, prospective employers or others regarding employees or former employees, whether verbal or written. It also includes, but is not limited to:

- Any charges of discrimination that may come from the EEOC, Texas Human Rights Commission, or other agencies;
- Any notice or indication of an audit by the DOL or notification from the TWC; and
- Any OSHA complaints or site visits by OSHA staff members.

No response should be given to external inquiries or notifications except how to contact the Human Resources Manager. The Human Resources Manager should be notified as soon as possible. No employee other than the Human Resources Manager may be served with legal papers. Employees who become aware of the attempt to serve legal papers should advise the server of the appropriate agent of record for service of process and notify his or her supervisor and/or the Human Resources Manager as soon as possible.

11.3 Family Educational Rights and Privacy Act

Student records are confidential and protected from unauthorized inspection or use. Employees with access to student information and/or performance data will consistently and uniformly maintain the privacy and confidentiality of this information in accordance with the Family Educational Rights and Privacy Act ("FERPA").

11.4. HIPAA

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") established rules for protecting individual Personal Health Information ("PHI"). HIPAA provides individuals certain rights regarding their PHI, and requires employers and other individuals to adhere to restrictions on how PHI is disclosed. Every employee should respect the rights of others and only disclose PHI about themselves and others to those with a need to know. Disclosure of PHI without the written approval of the individual is a violation of federal law.

11.5 HIV-AIDS and Other Life Threatening Illnesses

Individuals infected with HIV and individuals with life-threatening illnesses have the same rights and opportunities as other individuals.

Employees are not required to reveal their HIV status to employers. All medical information that

an HIV-infected employee provides to medical or management personnel is confidential and private. Arrow Academy may not reveal this information without the employee's knowledge and written consent, except as provided by law. Those with access to protected health information ("PHI") must maintain strict confidentiality and privacy, separating the PHI from employees' personnel records. Individuals who fail to protect PHI commit a serious offense, which may be cause for litigation resulting in both civil and criminal penalties and may result in disciplinary action, up to and including termination.

Employees who have concerns of a co-worker or student infected with HIV or a life-threatening illness should contact the Human Resources Department for appropriate information and reference materials. Employees do not have the right to refuse to work with someone who has HIV or AIDS or any disability. An employee who refuses to work with co-workers or students who have a disability shall be subject to disciplinary or corrective action, up to and including termination.

Employees who desire assistance concerning a disability or a life-threatening illness should contact the Human Resources Manager.

11.6 Limitations on Employee Training

Arrow Academy employees covered under Education Code § 28.002 may not be required to engage in training, orientation, or therapy that presents any form of race or sex stereotyping or blame on the basis of race or sex. not: shall not require any employee covered under Education Code § 28.002.

11.7 Records Retention

Current and former employees are considered temporary custodians of Arrow Academy records. Records include any document, including emails and text messages, created, sent, or received by a current or former employee. Employees do not have a personal or property right to public information created or received while acting in their official work capacity or in the transaction of official school business. This means any public information, even if located on a personal device, must be retained and preserved in accordance with the mandatory retention laws of the State of Texas.

Employees are reminded that the destruction of school records is the sole responsibility of Arrow Academy. If a request for records is received, the employee with possession, custody, or control of public information is required to surrender the information to the school's designated representative no later than the 10th business day after the information is requested. The failure to surrender or return requested documents is grounds for disciplinary action or any other applicable penalties provided by the Texas Public Information Act or other law.

Employees who maintain public information on their personal devices are required to (1) forward the information to their school-issued email account or the school District's server; or (2) preserve and retain the information, in its original form, on the personal device for the legally mandated retention period.

11.8 School Closures

Arrow Academy may be closed because of bad weather or emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of school facilities. When it becomes necessary to open late or to release students early, local media

will be informed and every effort will be made to contact all staff and students through Arrow Academy's emergency broadcast system.

11.9 School Property

All employees are responsible for taking proper care of school-owned property, including vehicles, buildings, furnishings, equipment, tools and supplies. School-owned property must remain on the premises at all times unless approved in advance by the Principal or other appropriate administrator. Proper care and maintenance of school-owned vehicles is also required.

The following applies to the usage of any school-owned vehicle: (1) all doors must be locked when the vehicle is unattended, (2) no unauthorized passengers or merchandise are allowed to be transported, (3) no unauthorized merchandise, and (4) no unauthorized stops may be made.

Employees must return all school-owned property that is in their possession or control in the event of termination of employment, resignation or layoff immediately upon request.

Employees shall not use school's public property for any purpose not described in Arrow Academy's open-enrollment charter, except that employees may use local telephone service, school-issued cellular phones, electronic mail, Internet connections, and similar property for incidental personal use, if, as determined by school administration, such does not:

- Result in any direct cost paid with state funds, or the charter holder is reimbursed by the employee within five (5) business days for any direct cost incurred; or
- Impede charter school functions as determined by the school administration.

Only incidental amounts of employee time, comparable to a five-to-seven-minute coffee break during each day, may be used for personal matters. This does not authorize incidental personal use of public property for private commercial purposes. Any such incidental use of public property is a privilege not a right, and the school administration may remove or rescind such privilege from time to time on a case-by-case basis for any employee, or all employees.

12. Within the Classroom

12.1. Attendance & Gradebook Expectations

ATTENDANCE

Attendance MUST be taken at 10 A.M. every day.

It should be recorded following campus procedures!

If you realize that you made a mistake with attendance, please do not ignore it. Report it to the front office on the Attendance Change Form (or email) as soon as possible. Unless excessive this will not result in discipline; not fixing a mistake could.

All attendance notes brought in by students need to be delivered to the front office that day.

Attendance must be taken by you; not a student, or your instructional aide. You are responsible!

Our attendance system records a log of when and if each teacher takes attendance every day. TEA uses the logs as one way to determine if attendance is being taken correctly. If teachers are consistently taking attendance at the wrong time, we **WILL** lose funding.

It is a 3rd degree felony to falsify information. JUST **DON'T** DO IT!!!

No White Out and always use **BLUE** or **BLACK INK** on written attendance reports!!!

Teachers are responsible for the attendance records in their classrooms. The Administrative Assistants just manage the pieces of attendance.

TEA: The teacher who initially records an absence is responsible for the accuracy of the report and attests to the validity of the data with his or her signature—or, in the case of a paperless attendance accounting system, with his or her entry of those data using the teacher's log in with a distinct secret password.

Do NOT mark a student Tardy in the attendance period. The Administrative Assistant will mark ALL tardies.³

GRADE BOOK

Parents will be able to see your assignment names and notes, please make sure your spelling and grammar are correct.

Do NOT submit your grades until your grades are ready.

Do NOT tape your password for Skyward to your computer or anywhere other people have access.

ALL ATTENDANCE PROCEDURES MUST BE FOLLOWED.

LACK OF COMPLIANCE MAY RESULT IN TERMINATION!

12.2. Attendance Change Form

Attendance Change Form

Because much of our school funding is based on attendance, the state demands that utmost attention is given to the accuracy and timeliness of attendance documentation. For attendance corrections to be made, written documentation must be produced that explains the error, the reason, and clearly shows the correct information. Once attendance has been posted in the daily attendance submission, this form, or an email from you, must be sent to the administrative assistant on your campus for a change to be made.

Teacher/Director Name: _____ Date of Request: _____

Student Name: _____ Grade Level: _____

Attendance Date/s in Question: _____

If more than one date needs to be changed, then make sure it is clear which incorrect data goes with what correct data.

Incorrect Data/Code: _____

Correct Data/Code: _____

Reason for incorrect data: _____

RECORD TAMPERING

It is a third degree felony to tamper with a government record that is a public school record, report, or assessment required under Chapter 39, Texas Education Code. If the intent of the tampering is to defraud or harm another, then the offense is a felony of the second degree.

By signing this form, I certify that all information above is correct and I have read the "Record Tampering" notice.

Signature: _____ Date: _____

~~~~~

### Office Use Only

Date Change made in Skyward: \_\_\_\_\_ By Whom: \_\_\_\_\_

Signature: \_\_\_\_\_

### **12.3. Recording & Reporting of Student Progress & Report Cards**

For guidelines on the recording and reporting of student progress, including report cards, please refer to the Arrow Academy Parent and Scholar Handbook.

### **12.4. Re-Teaching & Reassessing**

Re-teaching should be an integral part of the regular classroom instruction whenever the teacher determines that the student has not accomplished mastery of the TEKS.

The decision as to how to reassess skills that are re-taught is the option of the classroom teacher. Reassessment methods include, but are not limited to:

- Observation
- Oral questioning
- Additional assignments
- Demonstration
- Re-teaching in another unit
- Projects
- Class discussions/review
- Benchmark assessments
- Review questions on subsequent tests
- Retesting

If a majority of the students fail to demonstrate mastery of the TEKS tested, retesting should be utilized as the reassessment method.

All teachers in a grade level must use the progress grade in establishing a final grade. Further, the campus director may elect to have all teachers on a campus use the same method.

### **12.5. Calculation of Nine-Weeks Grades**

For guidelines on the calculation of nine-week grades, please refer to the Arrow Academy Parent and Scholar Handbook.

### **12.6. Homework Expectations**

For guidelines on homework expectations, please refer to the Arrow Academy Parent and Scholar Handbook.

### **12.7. K-6 Late Work**

For guidelines on K–6 late work, including expectations and grading considerations, please refer to the Arrow Academy Parent and Scholar Handbook.



## **12.8. Parent-Teacher Conferences**

For information regarding parent-teacher conferences, including scheduling, please refer to the Arrow Academy Parent and Scholar Handbook.

## **12.9. Special Education Services**

Arrow Academy provides instructional support, regulates state and federal compliance, conducts special education evaluations, places students in appropriate related service according to Individualized Education Plans, and provides ongoing professional development for each campus.

## **12.10. Student Learning Focus**

Demonstrates knowledge of content areas and articulated curriculum

- lessons are aligned to state standards, evidenced by student-friendly learning objectives posted and the students being able to articulate what they are learning
- Student assessments reflect alignment with TEKS.

Demonstrates instructional practices that meet individual student learning needs

- implements components of Balanced Literacy
- implements [Flippen Reading Connection](#) if appropriate
- uses a variety of Marzano's high-yield instructional strategies as appropriate
- Implements Bloom's Taxonomy during instruction
- Implements non-linguistic Thinking Maps during instruction
- teaches lessons at the appropriate engagement level

Designs instruction to meet students' developmental needs and readiness for learning

- teacher uses brain-based lesson design to prepare, plan and implement instruction strategies
- accesses TEKS and choose appropriate exemplar lessons that meet the Safety Net Standards
- submits proof of Internalization to the director on a weekly basis

Uses quality assessments to measure student learning and academic growth, defines the purpose, analyzes results and uses data in planning instructional decisions

- aligns them to level of thinking in the standards
- aligns them to resources that include: MAPS, MAPS folders, Progress Learning, STAAR, unit assessments and teacher-developed formal assessments.
- engages the learner in relevant meaningful learning

Matches appropriate resources with instructional practices to enhance student learning

- uses Progress Learning to differentiate and enhance instruction

- ensures 30% of the learning day is engaging students with the use of technology
- uses Learning A-Z in age appropriate lessons
- uses textbooks as a resource, not the curriculum
- accesses TEKS for standard alignment
- uses TEKS Kit manipulatives when appropriate to support student learning styles

Creates a learning environment which provides students to be engaged and responsible

- implements the skills of Capturing Kids' Hearts™ to create a 'safe' emotional environment by shaking hands at the door, using Good Things and X-Plore model.

### **12.11. Leadership Focus**

Actively aligns the instructional program to the School Mission, Vision and Values

- is knowledgeable of the core principles of the School
- focuses on personal accountability
- uses data to drive the decision-making process

Follows the applicable school, state and federal policies and procedures and expectations.

- abides by policies outlined by the staff, parent/student, SpEd, ESL and Crisis handbooks
- implements plans for students identified with special needs

Demonstrates high standards of professional behavior, responsibility and mutual respect

- follows and abides by the social contract
- meets all deadlines for reporting grades and attendance
- addresses conflict as appropriate
- reports to work on time

Demonstrates skills in motivation and communication by being an inspirational influence on staff and community

### **12.12. Staff Focus**

Supports a positive learning environment and enhances professional practice through collaborative relationship and professional dialogue

- social contract
- sharing best practices and giving feedback to peers
- avoids gossip and communications that have intentions of disrespecting the culture of the campus and agree upon norms

Continuously learning about and developing knowledge of content and pedagogy

- attends and participates actively in professional development

- implements professional development with fidelity

Scores satisfactory on the annual evaluation of his/her teaching performance and displays behaviors of being a continuous learner

### **12.13. Stakeholder Focus**

Communicates expectations for student learning behaviors

- clearly establish goals and objectives for students on a daily basis
- clearly communicate individual education plan for every student

Creates a learning environment that welcomes input and involvement from members of the students' external environment

- parents are contacted for proactive feedback for students as well as constructive feedback
- parent phone calls and conferences are frequent and responses to inquiries from parents are returned within 24 hours
- EXCEL model is used in all interactions with external stakeholders

Provides information to students and parents regarding academic progress and achievement in addition to participating in learning activities

- frequent formative assessments drives individual goals and objectives which are communicated to students and parents
- recommendations for intervention (RTI, etc.) are based on quality information and appropriately communicated

Is consistently clear, concise and grammatically correct in all forms of communication

- if there is a problem, addresses the person that can solve the problem; does not unnecessarily involve others in communication chain

### **12.14. Process Management Focus**

Recognizes work-related problems and participates in solving them.

- social contract - in the event of conflict, how are we going to treat each other
- 'Think it Twice' Rule: if you think it twice, go to the person to address the issue

Creates effective management of student behavior through positive interaction.

- students are self-managing by using non-verbal signals
- teachers are directing students back to the social contract and reviewing it at least once per week

Creates a learning environment characterized by effective and efficient process management

strategies

### **13. Electronic Media, Communications Systems, and Technology Resources Acceptable Use Guidelines**

Arrow Academy makes a variety of communications and information technologies available to students and employees. These technologies, when properly used, promote educational excellence in Arrow Academy by facilitating resource sharing, innovation, and communication. Illegal, unethical, or inappropriate use of these technologies can have dramatic consequences, harming Arrow Academy, its students, and its employees.

These acceptable use guidelines are intended to minimize the likelihood of such harm by educating students and employees and setting standards which will serve to protect students and staff. Any attempt to violate the provisions of these guidelines may result in revocation of the user's access to the Network/Internet, regardless of the success or failure of the attempt. In addition, disciplinary action consistent with Arrow Academy's employment policy and/or appropriate legal action, which may include restitution, may be taken. School administrators will make the final determination as to what constitutes inappropriate use. The Technology Department or other administrator may deny, revoke, or suspend Network/Internet/resource access as necessary, pending the outcome of an investigation. The expectations of Arrow Academy are that all network and technology resource users will comply with all policies, procedures, and guidelines outlined below.

#### **Technology Resources**

Arrow Academy's technology and information resources, including its networks, computer systems, email accounts, devices connected to its networks, and all school-owned devices used on or off school property, are primarily for administrative and instructional purposes.

Limited personal use is permitted if the use:

- Imposes no tangible cost to Arrow Academy;
- Does not unduly burden Arrow Academy technology resources;
- Has no adverse effect on job performance or on a student's academic performance; and
- Is not used for commercial or political reasons.

Email transmissions and other use of Arrow Academy's technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Arrow Academy may permit remote access to its network from the Internet on a limited basis for authorized staff. Users are expected to maintain the same security standards when operating Arrow Academy computers or accessing the Arrow Academy network remotely. Access procedures and passwords are not to be shared with anyone. All policies and rules regarding network use apply to remote access.

Employees who are authorized to use Arrow Academy's technology and information resources are required to abide by the provisions of Arrow Academy's acceptable use policy and administrative procedures. Failure to do so can result in suspension of access or termination of privileges, and may lead to disciplinary and legal action. Employees with questions about

technology and information resources can contact the Technology Department.

### **Internet Filter**

Arrow Academy uses a web filter to manage access to various inappropriate locations. However, even with a filter, there may still be sites accessible via the Internet that contain material that is illegal, defamatory, inaccurate, or controversial. Although Arrow Academy will attempt to limit access to objectionable material by using software, controlling all materials on the Internet is impossible. Employees are expected to monitor student Internet use and to report inappropriate Internet sites not filtered to administration.

### **Email**

Email is a service provided by public funds. Email is for instructional and administrative use. Sending jokes, chain letters, etc. via email is considered an inappropriate use of Arrow Academy equipment. Electronic mail transmissions and other use of the electronic communications system by employees shall not be considered private. Email may be monitored at any time by designated school staff to ensure appropriate use. This monitoring may include activity logging, virus scanning, and content scanning.

Any memo or correspondence sent via email must follow the same Arrow Academy guidelines as is used for other correspondence distribution.

Records retention guidelines apply to email correspondence and must be followed. Email is viewed as a public document. Care should be given to the tone of the email. Also, grammar and spelling should be checked before an email is sent. Be mindful of the unique forwarding properties associated with email.

### **Electronic Storage**

Arrow Academy has provided technology users with access to network storage locations for files. The storage area provides a place where school-related items can be stored from year to year.

To enforce acceptable use guidelines and to maintain the integrity of Arrow Academy's technology resources, shared network space and any Arrow Academy storage space will be monitored by school staff. Inappropriate files such as games, music, inappropriate images, movies, videos, and files that consume storage space will be deleted. External electronic storage devices are subject to monitoring if used or purchased with Arrow Academy resources.

### **Network Behavior**

Network/Internet users are responsible for their actions in accessing available resources. The following standards will apply to all users of the Network/Internet:

- The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not use another person's account.
- The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by Arrow Academy policy.
- Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, Arrow Academy policy, and administrative regulations.
- Computers are joined to either a student or employee domain for management and inventory. Computers should not be removed from these domains.

## General Unacceptable Behavior

While utilizing any portion of Arrow Academy's Network/Internet access, unacceptable behaviors include, but are not limited to:

- The use of the "all staff" email group is restricted to the Technology Department and administration. Any other use must receive prior approval from the Technology Department. Misuse of network resources, such as sending chain letters or spam, is also prohibited.
- Attempting to access non-instructional systems, such as student information systems or business systems, without authorization
- Attempting to circumvent web filtering through proxies or other means
- Connecting any networkable device (either wired or wireless) to Arrow Academy's network without authorization; the use of a computer or device brought from home accessing the network in any way not designated as "guest access"
- Displaying, accessing, or sending offensive messages or pictures
- Engaging in activity that may be considered "cyberbullying," including but not limited to threats of violence, extortion, obscene or harassing messages, harassment, stalking, child pornography, and sexual exploitation
- Engaging in personal attacks, including prejudicial or discriminatory attacks
- Gaining unlawful access to information or computer and communication resources
- Generation, storage, transmission or other use of data or other matter, which is abusive, profane, pornographic, or offensive to a reasonable person
- Illegal, fraudulent, or malicious activity or activity on behalf of organizations or individuals having no affiliation with Arrow Academy
- Installation of any programs or software not approved by Arrow Academy
- Intentional introduction of or experimentation with malicious code including but not limited to computer worms or viruses
- Knowingly or recklessly posting false information about a person or organization
- Personal use not related to the conduct of work on behalf of Arrow Academy
- Posting information that could cause damage or danger of disruption
- Intentionally sending messages likely to harm the recipient's work or system, or engaging in any activity that may congest Arrow Academy's network or interfere with others' work. Prohibited uses include, but are not limited to, peer-to-peer applications (e.g., LimeWire, BitTorrent), other file-sharing software, and large file transfers (over 5MB) from internet sites without prior permission.
- Transmission of material in violation of applicable copyright laws
- Unauthorized disclosure, use, or dissemination of personal information regarding minors
- Using criminal speech or speech in the course of committing a crime such as threats against others, instructions on breaking into computer networks, child pornography, drug dealing, purchase of alcohol, gang activities, etc.
- Using obscene, profane, lewd, inflammatory, threatening, or disrespectful language in emails distributed through Arrow Academy email
- Using Arrow Academy equipment, network, or credential to threaten other users, or cause a disruption to the educational program
- Using Arrow Academy equipment, network, or credentials to send or post electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal
- Using Arrow Academy's electronic network for commercial purposes, or offering, providing, or purchasing products or services through the network

- Using Arrow Academy's electronic network for political lobbying
- Using speech that is inappropriate in an educational setting or that violates Arrow Academy's standards for employee conduct

Employees who become aware of a user engaging in inappropriate use of Arrow Academy's electronic network or who receive any email containing inappropriate content should report the matter immediately to the Technology Department or designee.

### **No Expectation of Privacy**

Arrow Academy email accounts should be used primarily for school-related purposes. Personal use of Arrow Academy email accounts is only permitted on a limited basis so long as such personal use does not impede school functions, does not result in any direct cost paid with state funds, is not for private commercial purposes, and does not involve more than incidental amounts of employee time (time periods comparable to reasonable coffee breaks during the day).

Arrow Academy owns the rights to all data and files stored on any computer, network, or other information system used at school and to all data and files sent or received using any Arrow Academy system, including email, to the extent that such rights are not superseded by applicable laws relating to intellectual property.

Arrow Academy owns any communication sent via email or that is stored on Arrow Academy equipment or its cloud accounts. Employees shall have no expectation of privacy in anything they store, send, or receive on Arrow Academy's email system or computer equipment or cloud accounts. All communications sent via email or stored on school equipment may also be subject to the TPIA. Arrow Academy reserves the right to access and/or monitor any material in an employee's email account at any time, without prior notice, as well as any computer equipment used to create, view, or access email. Violations of this policy may lead to disciplinary action, up to and including termination, and could also lead to referrals to appropriate law enforcement authorities.

No employee may access another employee's computer, computer files, or email messages without prior authorization from the Technology Department or designee to allow access to email accounts.

### **System Security**

On occasion, Arrow Academy may need to access its technology and information resources including computer files, electronic-mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on Arrow Academy's electronic network, including personal information or messages. Arrow Academy may, at its discretion, inspect all files or messages on its electronic network at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate allegations of misconduct, to locate information, or for any other business purpose.

Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use them. Users must not provide their password(s) to another person. Users must immediately notify a systems administrator if they have identified a possible security problem. Users should not go looking for security problems, as doing so may be construed as an illegal attempt to gain access.

Users will not attempt to gain unauthorized access to any portion of Arrow Academy's electronic network. This includes attempting to log in through another person's account or accessing another person's folders, work, or files.

Users will not make deliberate attempts to disrupt Arrow Academy's electronic network or computer system, or destroy data by spreading computer viruses or by any other means.

Users will not attempt to access Web sites blocked by Arrow Academy policy, including the use of proxy services, software, or Web sites. Users will not use "sniffing" or remote access technology to monitor the network or other user's activity.

## **Software and Files**

Software is available to users to be used as an educational resource or to conduct school-related business. Users may not install, upload, or download software without permission from the Technology Department or designee. A user's account may be limited or terminated if a user intentionally misuses software on any school-owned equipment.

Files stored on the network are treated in the same manner as other school storage areas. Routine maintenance and monitoring of Arrow Academy's electronic network may lead to discovery that a user has violated this policy. Users should not expect that files stored on school servers are private.

When sharing or storing sensitive information, users must utilize approved network storage devices and applications.

## **Technology Hardware**

Hardware and peripherals are provided as tools to users for educational purposes and for school-related business. Users are not permitted to relocate hardware (except for portable devices), install peripherals, or modify settings to equipment without permission from the Technology Department or designee.

Arrow Academy may permit the use of personally-owned computing devices on its network, at the discretion of Arrow Academy. All "guest" users must comply with administrative regulations governing the use of Arrow Academy's technology resources and agree to allow monitoring of their usage and to comply with the regulations. Non-compliance may result in suspension of access or termination of privileges and other disciplinary actions consistent with Arrow Academy policy.

## **Vandalism**

- Vandalism and mischief are prohibited. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Network/Internet, or any networks that are connected to the Network/Internet. This includes, but is not limited to, the creation or propagation of computer viruses, spyware, and malware. Any interference with the work of other users, with or without malicious intent, is construed as mischief and is strictly prohibited.
- Deleting, examining, copying, or modifying files and/or data belonging to other users, without their permission, is prohibited.
- Forgery of electronic mail messages is prohibited. Reading, deleting, copying, or modifying the electronic mail of other users without their permission is prohibited, unless



- permitted by Arrow Academy policy or authorized by the Superintendent or designee.
- Deliberate attempts to exceed, evade, or change resource quotas are prohibited. The deliberate causing of network congestion through mass consumption of system resources is prohibited.
- Unauthorized disclosure, use, and dissemination of personal information regarding students and employees are prohibited.

### **Transmitting/Storing/Accessing Confidential Information**

Teachers, staff, and students may not redistribute or forward confidential information (i.e., educational records, directory information, personnel records, etc.) without proper authorization. Confidential information should never be accessed, transmitted, redistributed, or forwarded to outside individuals who are not expressly authorized to receive the information. Revealing such personal information as home addresses or phone numbers of users or others is prohibited. In order to reduce the loss of confidential information due to theft or misplacement, student/staff confidential information should not be stored on portable devices such as memory sticks or on hard drives or home machines. This information should be stored on the District's drive. Extreme caution should be used if data is stored on cloud storage (Google Drive, Drop Box, etc.). Cloud-based storage should not be used for any data that is considered confidential. This storage is not provided by the District and is subject to the acceptable use guidelines of the particular site being used.

### **Personal Use of Electronic Communications**

Employees in a public school system are responsible for modeling and teaching high standards of decency and civic values. Employees must model the character they are expected to teach, both on and off the worksite. This applies to electronic communications.

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

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

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

- The employee may not set up or update the employee's personal social network page(s) using Arrow Academy's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct school business.
- The employee shall not use Arrow Academy's logo or other copyrighted material of Arrow

- Academy without express written consent.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
  - Confidentiality of student information, including photos.
  - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
  - Confidentiality of Arrow Academy records, including educator evaluations and private email addresses.
  - Copyright law.
  - Prohibition against harming others by knowingly making false statements about a colleague or the school system.

### **Use of Electronic Media and Electronic Communications with Students**

Employees given approval by Arrow Academy may communicate through electronic media with students who are currently enrolled in the school **for educational purposes only**. All other employees are prohibited from communicating with students who are enrolled in Arrow Academy through electronic media.

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

- **Electronic media** includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic media also includes all forms of telecommunication such as landlines, cell phones, and web-based applications.
- **Communicate** means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

An employee who uses electronic media to communicate with students must comply with the following provisions:

- Designated employees may use electronic communication with enrolled students only about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic communication directly with students.
- All communication via electronic media by staff with parents and students will be professional and of the appropriate nature, purpose, timing, and amount.
- An employee shall have no expectation of privacy in electronic communications with students.
- An employee shall not use a personal electronic communication platform, application, or account to communicate with enrolled students.
- Employees are prohibited from using electronic communications in a manner that

constitutes prohibited harassment or abuse of a student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student.

- Personal online social media may not be associated with professional online social media.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative guidelines, and the Code of Ethics and Standard Practices for Texas Educators, including compliance with Family Educational Rights and Privacy Act, copyright laws, open records requests, etc.
- The employee does not have a right to privacy with respect to communication with students and parents.
- Employees should avoid sending text messages to students. Exceptions may apply for a teacher or other employee who has an extracurricular duty, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging should attempt to include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message. Additionally, for each text message addressed to one or more students, the employee must send a copy of the text message to the employee's Arrow Academy email address.
- Employees shall not communicate directly with any student between the hours of 10:00 pm and 6:00 am, except when necessary to notify students about urgent scheduling or transportation issues. Employees may, however, make public posts to a school-related social network site, blog, or similar application at any time.
- **Employees shall refrain from inappropriate communications with students. 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 employee 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 employee or the student.

An employee is not subject to these provisions to the extent the employee has a social or family relationship with a student. For instance, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

Upon written request from a parent or student, an employee shall discontinue communicating with a student by email, text messaging, instant messaging, or any other form of one-to-one electronic communication.

Upon request from Arrow Academy's administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more current-enrolled student.

Employees are not required to disclose their personal email address or personal phone number to students or parents.

## **Consequences**

The guidelines for appropriate use are applicable to all use of school computers and refer to all information resources, whether individually controlled, shared, stand alone, or networked. Disciplinary action for students, staff, and other users shall be consistent with Arrow Academy policy and administrative regulation. Violations may result in:

- Suspension of access to school computers and network resources;
- Revocation of access privileges or user accounts; or
- Other school disciplinary or legal action, up to and including termination, in accordance with school policies and applicable laws.

Specific disciplinary measures will be determined on a case-by-case basis.

## APPENDIX – FORMS

*Remainder of Page Left Intentionally Blank*

## DPS Computerized Criminal History (CCH) Verification

(AGENCY COPY)

I, \_\_\_\_\_, acknowledge that a Computerized Criminal

APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at [www.txdps.state.tx.us /Crime Records/Review of Personal Criminal History](http://www.txdps.state.tx.us/Crime%20Records/Review%20of%20Personal%20Criminal%20History) or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

(This copy must remain on file by this agency. Required for future DPS Audits)

Signature of Applicant/Employee

Date

Agency Name (Please Print)

Agency Representative Name (Please Print)

Signature of Agency Representative

Date

| Please:<br>Check and Initial each Applicable Space |      |              |
|----------------------------------------------------|------|--------------|
| CCH Report Printed:                                |      |              |
| YES                                                | NO   | _____        |
| Purpose of CCH: __ _                               |      |              |
| Empl                                               | __ _ | __ _ initial |
| Date Printed:                                      | __ _ | __ _ initial |
| Destroyed Date:                                    | __ _ | __ _ initial |
| Retain in your files                               |      |              |

*Complete Criminal History Background Check Form on Next Page*

OWE FORM-001  
(Employer's First Report of Injury or  
Illness)

The **employer** is required to file an **Employer's First Report of Injury or Illness** [DWC FORM-001 Rev. 10/05] with the injured worker's insurance carrier, and the injured claimant or the claimant's representative within 8 days after the employee's absence from work or receipt of notice of occupational disease.

The **Employer's First Report of Injury or Illness** provides information on the claimant, employer, insurance carrier and medical practitioner necessary to begin the claims process. Details of the claimant's employment and circumstances surrounding the injury or illness are also requested.

-

**You must complete and submit the form found in the link below to HR.**

***Click here for the link to the TWC and First Report of Injury or Illness form.***

**<http://www.tdi.texas.gov/forms/dwc/dwc001rpt.pdf>**

*[Workers' Compensation Rule 120.2]*



**Arrow First Report of Injury Form for Name:** \_\_\_\_\_

Please complete this form in addition to the First Report of Injury or Illness.

Is this a lost-time claim?

☐ Yes ☐ No

*(Claim is lost time if there is a loss of more than three scheduled workdays due to the injury.)*

Severe Injury:

☐ Yes ☐ No

Name of Employer Representative Notified: \_\_\_\_\_

**C. List any Specific Comments:**

Safety Equipment Provided

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Safety Equipment Used

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Possible Drug/Alcohol Involved

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Medical Provider Information; where was your employee treated?

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**D. Location and Treatment:**

☐ No Medical Treatment ☐ Treated by Employer ☐ 911 Called Walk-In Clinic (location):

---

Emergency Room (location)

---

Hospitalized more than 24 hours / Overnight (location)

---

**E. Return to Work Information:**

Has injured worker returned to work?

☐ Yes ☐ No

Date Returned to Work: \_\_\_\_\_ Estimated Return: \_\_\_\_\_

## **Disclosure and Authorization for Consumer Reporting Agency Reports**

Arrow Academy may obtain a consumer report and/or investigative consumer report (commonly known as a background report) from a consumer reporting agency for employment purposes. The consumer report may include information concerning your employment history, education, qualifications, character, general reputation, personal characteristics, criminal record, motor vehicle record, mode of living and/or credit standing, and indebtedness. This information may be obtained from public and/or private sources.

A consumer report and/or an investigative consumer report may be obtained in processing your application for employment, or at any time during your employment period with Arrow Academy, as authorized by state law and/or the Fair Credit Reporting Act ("FCRA"). Should an investigative consumer report (a consumer report in which the above types of information are obtained through personal interviews) be requested, you will have the right to obtain a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under the FCRA.

In the event that information from a consumer report obtained about you from a consumer reporting agency is used in whole or in part in making an adverse decision with regard to employment, you will be provided with a copy of the consumer report and a description in writing of your rights under the law.

A summary of your rights under the FCRA is also included with this notice. Individuals may request more information about the nature and scope of any investigative consumer reports by contacting: the Human Resources Department, (979)703-8820.

### **AUTHORIZATION**

*I have carefully read and understand this Disclosure and Authorization Form and the attached Summary of Rights under the FCRA. I hereby authorize Arrow Academy and/or its agent(s) to obtain and furnish to Arrow Academy information related to my background to be used for employment purposes. I hereby authorize any law enforcement agency, institution (including learning institution), information service bureau, credit bureau, record/data repository, court, motor vehicle record agency, employer, military, and other individuals and sources contacted by Arrow Academy and/or its agent(s) to furnish the information requested by the consumer reporting agency for employment purposes.*

*I understand and agree that a facsimile or photographic copy of this authorization will be as valid as the original.*

*I hereby release Arrow Academy, all its agents and employees, and all other persons, agencies, and entities furnishing information or reports about me from all liability arising out of the request for or release of any of the above-mentioned information or reports.*

Applicant/Employee                      Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

*Summary of Your Rights under the Fair Credit Reporting Act on Next Page*

Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in

residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

### **Consumers Have the Right To Obtain a Security Freeze**

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent

credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

|                          |                 |
|--------------------------|-----------------|
| <b>TYPE OF BUSINESS:</b> | <b>CONTACT:</b> |
|--------------------------|-----------------|



|                                                              |                                                                                                                                                                                                                          |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                              | <p>d. National Credit Union Administration</p> <p>Office of Consumer Financial Protection (OCFP)</p> <p>Division of Consumer Compliance Policy and Outreach</p> <p>1775 Duke Street</p> <p>Alexandria, VA 22314</p>      |
| 3. Air carriers                                              | <p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings</p> <p>Aviation Consumer Protection Division</p> <p>Department of Transportation</p> <p>1200 New Jersey Avenue, S.E.</p> <p>Washington, DC 20590</p> |
| 4. Creditors Subject to the Surface Transportation Board     | <p>Office of Proceedings, Surface Transportation Board</p> <p>Department of Transportation</p> <p>395 E Street, S.W.</p> <p>Washington, DC 20423</p>                                                                     |
| 5. Creditors Subject to the Packers and Stockyards Act, 1921 | <p>Nearest Packers and Stockyards Administration area supervisor</p>                                                                                                                                                     |
| 6. Small Business Investment Companies                       | <p>Associate Deputy Administrator for Capital Access</p> <p>United States Small Business Administration</p> <p>409 Third Street, S.W., Suite 8200</p> <p>Washington, DC 20416</p>                                        |
| 7. Brokers and Dealers                                       | <p>Securities and Exchange Commission</p> <p>100 F Street, N.E.</p> <p>Washington, DC 20549</p>                                                                                                                          |



|                                                                                                                              |                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations | Farm Credit Administration<br>1501 Farm Credit Drive<br>McLean, VA 22102-5090                                                   |
| 9. Retailers, Finance Companies, and All Other Creditors Not Listed Above                                                    | Federal Trade Commission<br>Consumer Response Center<br>600 Pennsylvania Avenue, N.W.<br>Washington, DC 20580<br>(877) 382-4357 |



## Need assistance with your benefits?

Our licensed counselors are here to help you navigate:



**Enrolling in benefits**



**Filing a claim**

(Cancer, Disability, Critical Illness)



**Continuing benefits  
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## **Drug and/or Alcohol Testing Consent Form and Policy Acknowledgment Form**

I hereby agree, upon a request made under the drug/alcohol testing policy of Arrow Academy, to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under any Arrow Academy policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have Arrow Academy and/or its physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to Arrow Academy and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize Arrow Academy to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Arrow Academy officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless Arrow Academy, its physician, and any testing laboratory that it might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Arrow Academy or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless Arrow Academy, its company physician, and any testing laboratory that it might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

I have had an opportunity to read the Drug-Free Workplace Policy included in the Employee Handbook, and I understand that I may ask my supervisor or Human Resource Department any questions I might have concerning the policy. I accept the terms of the Drug-Free Workplace Policy. I also understand that it is my responsibility to comply with the Drug-Free Workplace Policy, and any revisions made to it. I further agree that if I remain with Arrow Academy following any modifications to the Drug-Free Workplace Policy, I thereby accept and agree to such changes.

The Drug-Free Workplace Policy and this consent have been explained to me in a language I understand, and I have been told that if I have any questions about the drug/alcohol test or the Drug-Free Workplace Policy, they will be answered.

I UNDERSTAND THAT Arrow Academy WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL.

---

Signature of Employee

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Date

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Employee's Printed Name

## **Searches**

Arrow Academy reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" include illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. In addition to Arrow Academy's premises, Arrow Academy may search employees, their work areas, lockers, and personal vehicles if driven or parked on company property, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, Arrow Academy is by no means accusing anyone of theft, some other crime, or any other variety of improper conduct.

There is no general or specific expectation of privacy in Arrow Academy's workplace, either on school premises, or while on duty. In general, employees should assume that what they do while on duty or on school premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, Arrow Academy will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give Arrow Academy a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he/she would not be prepared to show and possibly turn over to Arrow Academy officials and/or law enforcement authorities.

All employees of Arrow Academy are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be done on a random basis or based upon reasonable suspicion. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search under this policy will be done in a manner protecting employee privacy, confidentiality, and personal dignity to the greatest extent possible. Arrow Academy will respond severely to any unauthorized release of information concerning individual employees.

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

IN ACCORDANCE WITH ARROW ACADEMY POLICY REGARDING SEARCHES, I UNDERSTAND THAT ALL DESKS, STORAGE AREAS, LOCKERS, AND ALL VEHICLES OWNED, FINANCED, OR LEASED ARROW ACADEMY, OR USED BY IT TO TRANSPORT EMPLOYEES, GOODS, AND/OR PRODUCTS ARE SUBJECT TO SEARCH AT ANY TIME WITHOUT MY KNOWLEDGE, PRESENCE, OR PERMISSION. WITH THE EXCEPTION OF MY PERSONAL VEHICLE, I UNDERSTAND I AM PROHIBITED FROM LOCKING OR OTHERWISE SECURING ANY SUCH DESK, STORAGE AREA, LOCKER, OR VEHICLE WITH ANY LOCK OR LOCKING DEVICE NOT SUPPLIED OR APPROVED BY ARROW ACADEMY. IF I USE MY OWN LOCK ON ANY SUCH ITEM, I AGREE TO GIVE MY SUPERVISOR A COPY OF THE KEY OR COMBINATION TO THE LOCK SO THAT ARROW ACADEMY MAY OPEN THE LOCK AT ANY TIME THAT IT MAY DEEM SUCH ACTION NECESSARY. IN THE EVENT THAT A SEARCH OF MY PERSONAL VEHICLE BECOMES NECESSARY, I AGREE TO ALLOW PERSONNEL DESIGNATED BY ARROW ACADEMY TO CONDUCT SUCH A SEARCH AT ANY TIME ARROW ACADEMY MAY DIRECT DURING MY DUTY SHIFT.

I FURTHER UNDERSTAND THAT IN ORDER TO PROMOTE THE SAFETY OF EMPLOYEES AND VISITORS OF ARROW ACADEMY, AS WELL AS THE SECURITY OF THE FACILITIES AND RESIDENTS OF THE FACILITIES WHERE ARROW ACADEMY IS LOCATED, ARROW ACADEMY MAY CONDUCT VIDEO SURVEILLANCE OF ANY PORTION OF ITS PREMISES AND OPERATIONS AT ANY TIME, THE ONLY EXCEPTION BEING PRIVATE AREAS OF RESTROOMS, SHOWERS, AND DRESSING ROOMS, AND THAT VIDEO CAMERAS WILL BE POSITIONED IN APPROPRIATE PLACES WITHIN AND AROUND THE FACILITIES AND USED IN ORDER TO HELP PROMOTE THE SAFETY AND SECURITY OF PEOPLE AND PROPERTY. I HEREBY GIVE MY CONSENT TO SUCH VIDEO SURVEILLANCE AT ANY TIME ARROW ACADEMY MAY CHOOSE.

I HEREBY RELEASE ARROW ACADEMY FROM ALL LIABILITY, INCLUDING LIABILITY FOR NEGLIGENCE, ASSOCIATED WITH THE ENFORCEMENT OF THESE POLICIES AND/OR ANY SEARCHES OR SURVEILLANCE UNDERTAKEN PURSUANT TO THESE POLICIES.

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Signature of Applicant/Employee

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Date

---

Employee's Printed Name

---

Arrow Academy Representative

---

Date

## **Wage Deduction Authorization Agreement**

I understand and agree that my employer, Arrow Academy, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premiums for Arrow Academy's group medical/dental plan;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by Arrow Academy;
3. Installment payments on loans or wage advances given to me by Arrow Academy, and if there is a balance remaining when I leave Arrow Academy, the balance of such loans or advances;
4. Installment payments on loans based upon store credit that I use for my own personal purchases, including the value of merchandise or services that I purchase or have purchased for personal, non-business reasons using my employee charge account or credit card, an account or credit card assigned to another employee, or a general company account or credit card, regardless of whether such purchase was authorized, and if there is a balance remaining when I leave Arrow Academy, the balance of such store credit or charges;
5. If I receive an overpayment of wages for any reason, repayment to Arrow Academy of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless Arrow Academy and I agree in writing to a series of smaller deductions in specified amounts);
6. The cost of personal long-distance calls I may make on Arrow Academy owned phones or on its accounts, of personal faxes sent by me using Arrow Academy owned equipment or its accounts, or of non-work related access to the Internet or other computer networks by me using Arrow Academy -owned equipment or its accounts;
7. The cost of repairing or replacing any of Arrow Academy's supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from Arrow Academy during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or if I am a salaried exempt employee, reduce my salary below the federal FLSA minimum salary-basis amount);
8. The cost of any uniforms required in my employment with Arrow Academy, and of cleaning such uniforms;
9. The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by Arrow Academy in connection with my employment;
10. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
11. If I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from Arrow Academy before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
12. The value of any time off for absences to which paid leave is not applied (non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law); and

13. If Arrow Academy pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under any applicable benefit plan offered by Arrow Academy during my employment, the amount of such payments made by Arrow Academy such payments being an advance of future wages payable to me.

I agree that Arrow Academy may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that Arrow Academy has stated its intention to abide by all applicable federal and Texas wage and hour laws, and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and federal agencies.

---

Signature of Applicant/Employee

---

Date

---

Employee's Printed

---

Arrow Academy Representative

---

Date



### **Wage Overpayment/Underpayment Policy**

Arrow Academy takes 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 should promptly bring the discrepancy to the attention of the Business Office so that corrections can be made as quickly as possible. If the employee has been underpaid, Arrow Academy will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he/she has earned, the employee will need to return the overpayment to Arrow Academy as soon as possible. No employee is entitled to retain any pay in excess of the amount he/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. Each employee will be expected to sign a wage deduction authorization agreement authorizing such a deduction.

I understand this policy and agree to its terms.

---

Signature of Applicant/Employee

---

Date

---

Employee's Printed Name

**Texas Government Code § 552.024:**  
**Public Access Option Form**

The Public Information Act allows employees, public officials and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information.

|                                                          | PUBLIC ACCESS? |     |
|----------------------------------------------------------|----------------|-----|
|                                                          | NO             | YES |
| Home Address                                             |                |     |
| Home Telephone Number                                    |                |     |
| Social Security Number                                   |                |     |
| Emergency Contact Information                            |                |     |
| Information that reveals whether you have family members |                |     |

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name – Printed

## Technology Damage and Misuse Report

Student Name: \_\_\_\_\_ ID#: \_\_\_\_\_

Grade: \_\_\_\_\_

|                                               |  |             |  |
|-----------------------------------------------|--|-------------|--|
| <b>Infraction</b>                             |  |             |  |
| <i>Date</i>                                   |  | <i>Time</i> |  |
|                                               |  |             |  |
| <b>Description of Actual Damage or Misuse</b> |  |             |  |
|                                               |  |             |  |
| <b>Description of Incident</b>                |  |             |  |
|                                               |  |             |  |

Teacher \_\_\_\_\_ *Date* \_\_\_\_\_  
\_\_\_\_\_

## **Procedures: Travel Checklist, Rates & State Guidelines**

### **School Board Policy states:**

The current staff travel rates shall be in accordance with the rates set by the Current Mileage and Travel Reimbursement Rates Applicable to State and Federal Grants as published by TEA. Specifically, the domestic maximum per diem rates for travel is limited to the rates and amounts stated on the General Services Administration (GSA) website. If the travel rates exceed the state and federal grant per diems, the excess travel costs shall be paid from local funds.

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out district business only with the prior approval of the employee's immediate supervisor. Reimbursement for authorized travel shall be in accordance with legal requirements. Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees. For any authorized expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with administrative procedures. The district will reimburse employees for privately-owned vehicle (POV) travel to the extent that allowable costs exceed the employee's normal commuting expenses between his or her residence and the official duty station.

The TEA Travel Guidelines for state and federal funds shall be utilized to ensure that all travel expenditures are in compliance with state and federal guidelines. The guidelines may be found at the TEA website: <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>.

Note: Travel expenses incurred due to the fault of a traveler, except for extenuating circumstances, such as late registration, cancelled flight, etc. are not considered to be reasonable or necessary; therefore, all such expenses shall be paid or reimbursed by the traveler. To ensure compliance with this Board Policy, the following checklist and guidelines have been developed to aid the traveler.

### **Preparation:**

- Review the Travel Guidelines for Employees
- Obtain verbal authorization from supervisor
- Verify that funds exist in your campus and/or department budget
- Submit travel request form to [trudy.stansbury@arrowacademy.org](mailto:trudy.stansbury@arrowacademy.org) for booking of hotel and conferences prior to travel

### **Flights, Hotels, Registration Fees:**

- Employees are responsible for purchasing their own flights, which will be reimbursed for

the most economical route and schedule that align with approved travel plans. Any additional costs resulting from deviations, such as personal travel before or after the official trip, must be covered by the employee.

- Hotels will be purchased by the Business Office for the most economical rate and location.
- Refer to the in-state and out-of-state travel rates section for specific flight and hotel reimbursement rates.
- Registration fees will be purchased by the campus director or Business Office.
- Reference for GSA rates: <http://www.gsa.gov/portal/content/104877>

### **Meals**

- The “actual cost” of meals shall be recorded on the Expense Report form. It shall be the traveler’s responsibility to retain their meal receipts and report the actual cost for audit purposes. The actual cost shall not include any meal tips.
- Meal receipts are required to include the following: date of purchase, vendor name, total dollar amount, and itemized list of items purchased.
- Remember to adjust the requested amount for meals if the conference/workshop will include any meals. If meals are provided as part of the event, reductions should be made in accordance with the GSA Schedule.
- The first and last calendar day of travel is calculated at 75% of GSA rate for the city you are traveling to.
- Per TEA, the meal reimbursement rate for non-overnight travel is up to \$36.

\*You must consult the GSA website for the city you are traveling to:

<http://www.gsa.gov/portal/content/104877>

### **Mileage Reimbursement**

If requesting mileage reimbursement for driving a personally-owned vehicle, obtain the total miles from the point of departure to the destination using Google Maps:

<https://www.google.com/maps>. Attach appropriate map with an approved Expense Report form. In calculating your mileage reimbursement you must deduct your normal daily commute mileage in your calculation by including an additional Google Map .

### **Non-Allowable Expenses**

- Alcoholic drinks or beverages
- Entertainment expenses, such as in-room movies, fee-based hotel amenities such as gyms, spas, etc.
- Expenses for spouses or other non-district employees
- Expenses due to the traveler’s failure to cancel a registration or travel arrangements (except for extenuating circumstances)
- Hotel Internet charges (unless expense is work-related and pre-approved on travel authorization)
- Non-substantiated or fraudulent travel reimbursement requests shall be non-allowable

travel expenses. Travelers who submit fraudulent travel reimbursement requests shall be subject to disciplinary action, up to and including termination of employment

- Expenses that do not have an itemized receipt

### **After the Trip**

- Complete and submit an Expense Report form within 15 days of the trip
- Attach receipts for all transportation (taxis, shuttles, rental cars, etc.)
- Attach the hotel receipt
- Report the “actual cost” of meals and tips paid, if any
- Attach registration receipt, if provided
- Attach Certificate of Completion or sign-in sheet for any professional development event attended
- Attach parking or toll receipts, if any
- Travel expenditures shall not exceed the maximum travel limits
- Submit any requests for reimbursements for travel expenditures that could not be made with a travel card, or were unanticipated. A check will be issued to the traveler after review and approval of the Expense Report form.
- Supervisors should review and sign the Expense Report form and forward with all supporting receipts to the Business Office for verification and approval. The supervisor shall ensure that the traveler has complied with the travel guidelines prior to approval of the Expense Report form.

# Appendix

## **ARROW ACADEMY BOARD POLICY**

### **CHILD ABUSE AND NEGLECT**

#### **Anti victimization Program**

Arrow Academy shall provide child abuse anti victimization programs in elementary and secondary schools. Education Code 38.004.

#### **Duty to Report**

##### **By Any Person**

Any person 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. Family Code 261.101(a).

##### **Abuse of Persons with Disabilities**

A person having cause to believe that a person with a disability who is over the age of 18 or who has had the disabilities of minority removed is in a state of abuse, neglect, or exploitation shall report the information immediately to the Texas Department of Family and Protective Services (DFPS).

A person filing a report or testifying or otherwise participating in any judicial proceeding arising from a petition, report, or investigation is immune from civil or criminal liability on account of his or her petition, report, testimony, or participation, unless the person acted in bad faith or with a malicious purpose. Human Resources Code 48.051, .054.

##### **By A Professional**

Any professional who has cause to believe that a child has been or may be abused or neglected shall make a report as required by law. The report must be made within 48 hours after the professional first suspects abuse or neglect. A professional may not delegate to or rely on another person to make the report.

A "professional" is a person who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, and juvenile detention or correctional officers. Family Code 261.101(b).

##### **Adult Victims of Abuse**

A person or professional shall make a report in the manner required above if the person or professional has cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly person or person with a disability. Family Code 261.101(b-1).

DATE ISSUED: March 20, 2019

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### **Contents of Report**

The report should reflect the reporter's belief that a child has been or may be abused or neglected or has died of abuse or neglect. The person making the report shall identify, if known:

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

*Family Code 261.103, .104.*

### **To Whom Reported**

If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to the Texas Department of Family and Protective Services (DFPS), unless the report is made under item 3, below, or the report involves a juvenile justice program or facility.

All other reports shall be made to:

1. Any local or state law enforcement agency;
2. he DFPS, including a local office where available;
3. The state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse or neglect occurred; or
4. The agency designated by the court to be responsible for the protection of children.

*Family Code 261.103(a); 19 TAC 61.1051(a)(1).*

### **Immunity from Liability**

A person acting in good faith who reports or assists in the investigation of a report of alleged child abuse or neglect or who testifies or otherwise participates in a judicial proceeding arising from a report, petition, or investigation of alleged child abuse or neglect is immune from any civil or criminal liability that might otherwise be incurred or imposed. Family Code 261.106.

Arrow Academy may not suspend or terminate the employment of, or otherwise discriminate against, a professional who makes a good faith report of abuse or neglect. Family Code 261.110.

### **Criminal Offenses**

#### **Failure to Report**

A person commits a class A misdemeanor if he or she has cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect and knowingly fails to report it as provided by law. Failure to report child abuse or neglect violates the Educator's Code of Ethics and may result in sanctions against an educator's certificate, as addressed in 19 TAC 249. *Family Code 261.109; 19 TAC 61.1051(a)(2)(A).*

#### **False Report**

A person commits an offense if, with the intent to deceive, the person knowingly makes a report of abuse and neglect that is false. The offense is a state jail felony, except that it is a felony of the third degree if

the person has previously been convicted of the offense. *Family Code 261.107(a)*.

### **Coercion**

A school employee who coerces another into suppressing or failing to report child abuse or neglect to a law enforcement agency may be subject to Class C misdemeanor penalties. *Penal Code 39.06*.

### **Confidentiality**

A report of alleged or suspected abuse or neglect and the identity of the person making the report is confidential and not subject to release under Government Code Chapter 552 (Public Information Act). Such information may be disclosed only for purposes consistent with federal or state law or under rules adopted by an investigating agency. *Family Code 261.201*.

Unless waived in writing by the person making the report, the identity of an individual making a report under this chapter is confidential and may be disclosed only to a law enforcement officer for the purposes of a criminal investigation of the report, or as ordered by a court under Family Code 261.201. *Family Code 261.101(d)*.

### **Investigations**

#### **Reports to the School**

If the DFPS initiates an investigation and determines that the abuse or neglect involves an Arrow Academy employee, and that the child is a student at Arrow Academy, the department shall orally notify the Superintendent. *Family Code 261.105(d)*.

The DFPS shall send a written report of its investigation, as appropriate, to the Principal, unless the Principal is alleged to have committed the abuse or neglect, to the Board, and to the Superintendent. *Family Code 261.406(b)*.

#### **Interview of Student**

The investigating agency shall be permitted to interview the child at any reasonable time and place, including at the child's school. *Family Code 261.302(b)*.

#### **Interference with Investigation Confidentiality**

A person may not interfere with an investigation of a report of child abuse or neglect conducted by the DFPS. *Family Code 261.303(a)*.

A photograph, videotape, audiotape, or other audio or visual recording, depiction, or documentation of a child that is made by DFPS in the course of an inspection or investigation is confidential, is not subject to release under the Texas Public Information Act, and may be released only as required by state or federal law or rules adopted by the DFPS. *Human Resources Code 42.004*.

### **Reporting Policy**

The Board shall establish and annually review policies for reporting child abuse and neglect. The policies shall follow the requirements of Family Code Chapter 261.

The policies must require every school employee, agent, or contractor who suspects child abuse or neglect to submit a written or oral report to at least one of the authorities listed above (see "To Whom Reported") within 48 hours or less, as determined by the Board, after learning of facts giving rise to the suspicion.

The policies must also be consistent with 40 TAC Chapter 700 regarding investigations by the DFPS, including regulations governing investigation of abuse by school personnel and volunteers. The policies must notify school personnel of the following:

1. Penalties under Penal Code 39.06 (misuse of official information), Family Code 261.109 (failure to report), and 19 TAC 249 (actions against educator's certificate) for failure to submit a required report of child abuse or neglect;
2. Prohibitions against interference with an investigation of a report of child abuse or neglect, including:
  - a. The prohibition, under Family Code 261.302 and 261.303, against denying an investigator's request to interview a student at school; and
  - b. The prohibition, under Family Code 261.302, against requiring the presence of a parent or school administrator during an interview by an investigator.
3. Immunity provisions applicable to a person who reports child abuse or neglect or otherwise assists an investigation in good faith;
4. Confidentiality provisions relating to a report of suspected child abuse or neglect;
5. Any disciplinary action that may result from noncompliance with Arrow Academy's reporting policy; and
6. The current toll-free number for the DFPS.

The policies must not require that school personnel report suspicions of child abuse or neglect to a school administrator before making a report to one of the agencies listed above. *19 TAC 61.1051(a).*

### **Annual Distribution and Staff Development**

The policies shall be distributed to all personnel at the beginning of each school year and shall be addressed in staff development programs at regular intervals determined by the Board. *19 TAC 61.1051(b).*

Each school year, Arrow Academy shall provide training as required by Education Code 38.0041 to all new school employees as part of new employee orientation. *Education Code 38.0041; 19 TAC 61.1051(c).*

### **Required Poster**

Arrow Academy shall place a poster of the following specifications at every campus in at least one high-traffic, highly and clearly visible public area that is readily accessible to and widely used by students. The poster must:

1. Be in a format and language that is clear, simple, and understandable to students;
2. Be in English and in Spanish;
3. Be 11x17 inches or larger;
4. Be in large print;
5. Be placed at eye-level to the student for easy viewing; and
6. Include the following information:
  - a. The current toll-free DFPS abuse Hotline telephone number (in bold print);
  - b. Instructions to call 911 for emergencies; and
  - c. Directions for accessing the DFPS website (<https://www.dfps.texas.gov/>) for more information on reporting abuse, neglect, and exploitation.

Education Code 38.0042; 19 TAC 61.1051(e), (f).

## **ARROW ACADEMY BOARD POLICY**

### **SEXUAL ABUSE AND OTHER MALTREATMENT OF CHILDREN**

The Superintendent shall develop and publish a plan for addressing sexual abuse and other maltreatment of children, Plan for Addressing Sexual Abuse and Other Maltreatment of Children, as required by Texas Education Code 38.0041, to include:

1. Methods for increasing teacher, student, and parent awareness of issues regarding sexual abuse and other maltreatment of children, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim of sexual abuse or other maltreatment, using resources developed by the Texas Education Agency;
2. Actions that a child who is a victim of sexual abuse or other maltreatment should take to obtain assistance and intervention; and
3. Available counseling options for students affected by sexual abuse or other maltreatment.
4. Opportunities for transfer to attend a safe school if a student becomes a victim of violent criminal offense while on a school campus or any school property, or while attending a school-sponsored or school-related activity.

Arrow Academy shall provide employee training regarding the plan for addressing sexual abuse and other maltreatment of children. Such training:

1. Must be provided, as part of a new employee orientation, to new Arrow Academy educators, including counselors and coaches, and other Arrow Academy professional staff members;
2. May be provided annually to any Arrow Academy staff member; and
3. Must include training concerning:
  - a. Factors indicating a child is at risk for sexual abuse or other maltreatment;
  - b. Likely warning signs indicating a child may be a victim of sexual abuse or other maltreatment;
  - c. Internal procedures for seeking assistance for a child who is at risk for sexual abuse or other maltreatment, including referral to a school counselor, a social worker, or another mental health professional;
  - d. Techniques for reducing a child's risk of sexual abuse or other maltreatment; and
  - e. Community organizations that have relevant existing research-based programs that are able to provide training or other education for school districts or open enrollment charter school staff members, students, and parents.

Arrow Academy shall maintain records that include the name of each staff member who participated in the training.

If the Superintendent or designee determines that Arrow Academy does not have sufficient resources to provide the training required under this policy, Arrow Academy shall work in conjunction with a community organization to provide the training at no cost to Arrow Academy.

*Education Code 38.0041.*

DATE ISSUED: March 20, 2019

## **Arrow Academy Social Media Policy**

Arrow Academy created social media accounts, such as Facebook, to build the Arrow brand. The guidelines below are intended to serve legitimate policy goals including, for example, promoting the mission and values of the school and protecting the school's confidential information. Failure to abide by these policies may result in employee discipline, up to and including termination of employment. Employees are reminded they are also subject to other requirements related to the use of school networks and school internet, some of which are included in the campus guidelines.

The Social Media accounts are administrated through the District's Office; however, subject to the rules and requirements below, other representatives of the District may be authorized to post to the District's social media accounts.

- Every post must be 100% related to the educational goals and objectives of Arrow Academy.
- Posts must be positive, informative and whenever possible, both positive and informative
- Avoid controversial topics or controversies (political, social, otherwise).
- Remember every comment, "like" or re-tweet made is directly related to Arrow Academy or public education. You represent the district – not your personal interests – when using Arrow Social Media.
- Be sensitive to linking to content. Redirecting to another site may imply an endorsement of its content
- Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secrets. Use for commercial activities, product advertisement, or political lobbying is also prohibited.
- If you are unsure whether material is confidential or proprietary, assume that it might be, and ask for permission before disclosing it.
- Remember, you are not authorized to operate as agents of the District, legally bind the District, or act on behalf of the District in issues pertaining to public/media relations, position statements, contractual agreements, legal engagements, etc.

## **Personal Social Media Policy**

Please bear in mind that, although you may view your site/account as a personal project, some readers may assume you are speaking on behalf of the District. You are role models and representatives of Arrow Academy, even when posting from your personal account. Therefore, we ask you to observe the following Social Media Policy to preserve the effectiveness of both yourself and Arrow Academy. Subject to the rules below, District employees are free to maintain their own personal social media account(s).

You shall be held to the same professional standards in his or her personal use of social media as for any other public conduct. If your use of social media violates state or federal law or District policy, or interferes with your ability to effectively perform your job duties, you could be subject to disciplinary action, up to and including termination of employment.

## Personal Social Media Policy cont.

- You agree not to communicate with currently enrolled students or former students under the age of 18, excluding family members, over non-school channels, examples of which include, but are not limited to, text message, iMessage, Facebook Messenger and Snapchat.
- Remember you have no expectation of privacy when communicating with any student or student's family when using the school networks.

## Personal Use of Electronic Communications

Electronic communications include all forms of social media, such as text messaging, instant messaging, electronic mail, Web logs, Wikis, electronic forums, video-sharing websites, editorial comments posted on the internet, and social network sites. Electronic communications also include all forms of telecommunication such as landlines, cell phones, and web-based applications.

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

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

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network or equipment.
- The employee shall limit use of personal electronic communication devices to send and receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use the district's logo or other copyrighted material of the district without written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
  - Confidentiality of student records
  - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
  - Confidentiality of district records, including educator evaluations and private e-mail addresses
  - Copyright law
  - Prohibition against harming others by knowingly making false statements about a colleague or the school system

### Social Media in the Classroom

Communicate clearly and meaningfully with families and students before using social media in the classroom so families understand what, if any, information regarding their children may be available on the internet.

- When using social media within the classroom, staff should provide information to families regarding the purpose for the use of the selected media, an example of what the media project will look like and a description of the amount of student information and level of security. Unless detrimental to the overall objective of the project, staff should use password-protected social media sites available only to families.
- Passive consent (consent that requires parents to actively opt-out rather than opting-in) is appropriate in most instances.
- Staff should work with their building director whenever they are considering a new use of social media or digital communication within the classroom.
- The employee is prohibited from communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is approved by the supervisor.
- Staff at the elementary levels must include the director and parents in all digital communications unless parents actively opt-out.
- An employee shall notify his or her supervisor in writing with one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

The employee will continue to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, including:

- Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records
- Copyright law
- Comply with the Children's Internet Protection Act (CIPA), the Neighborhood Children's Internet Protection Act (NCIPA), and the Protecting Children in the 21<sup>st</sup> Century Act, to the extent such laws are applicable to Arrow Academy.

Employees learning of any misuse of the email systems shall notify the supervisor for technology or the director immediately.

## **Employee Complaints and Grievances**

### **Purpose**

**\*\*NOTE\*\*** Arrow Academy's process for making formal complaints regarding sexual harassment is discussed in the "Sexual Harassment Prohibited" portion of the Employee Handbook.

**Leadership Education Foundation** values the opinions of all its employees. Employees have the right to express their views through appropriate informal and formal processes.

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

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

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

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

### **Definitions**

For purposes of this policy, "days" shall mean **Arrow Academy** business days. In calculating time lines under this policy, the day a document is filed is "day zero," and all deadlines shall be determined by counting the following day as "day one."

If the administrator addressing the complaint determines that additional time is needed to complete a thorough investigation of the complaint and/or issue a decision, the administrator shall inform the employee in writing of the necessity to extend the time for investigating or responding and a specific date by when the decision will be issued.

The terms "complaint" and "grievance" shall have the same meaning. A grievance under this policy may include, but shall not be limited to, any of the following:

- Grievances concerning an employee's wages, hours, or conditions of work.
- Specific allegations of unlawful discrimination in employment based on sex (including allegations of sexual harassment and/or wage discrimination based on sex), race, religion, national origin, age, or disability, following the completion of an investigation by the appropriate compliance coordinator designated by applicable policy.
- Specific allegations of unlawful discrimination or retaliation based on the employee's exercise of constitutional rights.
- Specific allegations of adverse employment action in retaliation for reporting a violation of law by an **Arrow Academy** employee, Director, or Officer to an appropriate authority. Employees making such complaints must initiate a grievance under this policy within the time specified by law. Timelines for the employee and **Arrow Academy** set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the



initiation of the complaint.

### **Other Complaint Processes/Exclusions**

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with this Board Policy PG-4.6 after the relevant complaint process or are excluded from eligibility for consideration under this policy.

- Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), GINA (genetic information), or ADA/Section 504 (disability) shall be submitted in accordance with the Freedom from Discrimination, Harassment, and Retaliation Board Policy.
- Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with the Freedom from Discrimination, Harassment, and Retaliation Board Policy.
- Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with the Freedom from Discrimination, Harassment, and Retaliation Board Policy.
- Complaints related to reports to Child Protective Services or Adult Protective Services made pursuant to the requirements of Section 261.101 of the Texas Family Code.
- Complaints where the relief sought by the grievant has already been granted at a prior administrative level or through informal conference or other similar means.
- Complaints where the grievant fails to state specific relief sought that applies to the grievant directly, or that cannot be granted by the grievance officer or Board.

### **Informal Conferences**

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

### **Formal Grievances**

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

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

A grievance must specify the harm alleged by each individual and the remedy sought. An employee is prohibited from bringing separate or serial grievances regarding the same event or action. Multiple grievances may be consolidated at the discretion of **Arrow Academy**. The complaining employee shall strictly comply with all time limits discussed in this policy, unless such time limits are modified by mutual consent. Costs of any grievance shall be paid by the party incurring them.

#### **Level One**

An employee shall submit a proper grievance, in writing, to the supervising Principal or appropriate administrator within the later of (1) ten days of the date the employee first knew or should have known of the event(s) giving rise to the complaint, or (2) within ten days after the date a letter is mailed or emailed to the employee after completion of the informal grievance process notifying the employee of the formal grievance process. **Arrow Academy** reserves the right, upon review of the grievance, to require the

grievant to begin the grievance process at Level Two.

The Principal or designee shall serve as the Level One Grievance Officer, and will meet with the employee to consider the grievance within ten days of receipt of the written grievance. The Level One Grievance Officer will provide a written response to the employee within ten days of the meeting.

**Note:** An employee alleging adverse employment action in retaliation for a violation of law by an **Arrow Academy** employee, Director, or Officer may appeal directly from Level One to Level Three.

### **Level Two**

If the grievance is not resolved to the employee's satisfaction at Level One, or if no written decision is received from the Level One Grievance Officer within the time allotted, the employee may submit a written appeal to the Superintendent or designee within ten days of the Level One decision or the response deadline if no decision is made. The appeal must be specific, reference the law or policy alleged to have been violated or the dissatisfaction raised by the employee, and where possible, suggest a resolution.

The Superintendent or designee will serve as the Level Two Grievance Officer. The Level Two Grievance Officer will meet with the employee to consider the appeal within ten days of receipt of the appeal. The Superintendent or designee shall issue a written decision within ten days of the meeting.

### **Level Three**

If the matter is still not resolved, the employee may submit a written appeal to the Board of Directors within ten days of receipt of the Level Two Grievance Officer's response or, if no written decision is received, no later than ten days of the deadline for receipt of a Level Two decision. The complaint shall be directed and delivered to the President of the Board of Directors, and shall include a copy of the written complaint to the Level Two Grievance Officer, with his or her response.

The Board shall then consider the grievance and may, at its discretion, require the appearance of the employee and administration. The Board may subsequently take action or no action. If the Board acts, it may make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. The failure of the Board to act on a complaint has the effect of upholding the decision below. The Board may not delegate its authority to issue a decision, and any decision by the Board is final and may not be appealed.

Grievances involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, may be heard by the Directors in closed meeting. Grievances involving a complaint or charge against another **Arrow Academy** employee, Director, or Officer shall be heard in closed meeting unless an open meeting is requested in writing by the employee, Director, or Officer against whom the complaint or charge is brought.

### **Notice of Nondiscrimination**

**ARROW ACADEMY** strictly prohibits discrimination, including harassment, against an employee on the basis of race, color, religion, sex, gender, national origin, age, disability, genetic information, or any other legally protected classification. Retaliation against anyone involved in the complaint process is also a violation of **ARROW ACADEMY** policy.

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

### **Discrimination**

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

### **Harassment**

Prohibited harassment of an employee is defined as unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information where:

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

Harassment may also occur when unwelcome conduct based on an employee’s protected characteristic is so severe, persistent, or pervasive that the conduct:

- Has the purpose or effect of unreasonably interfering with the employee’s work performance;
- Creates an intimidating, threatening, hostile, or offensive work environment; or
- Otherwise adversely affects the employee’s performance, environment, or employment opportunities

### **Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on an employee’s gender, the employee’s expression of characteristics perceived as stereotypical for the employee’s gender, or the employee’s failure to conform to stereotypical notions of femininity or masculinity.

Examples of gender-based harassment, regardless of the employee’s or alleged harasser’s actual or perceived gender, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

### **Sexual Harassment**

See “Sexual Harassment Prohibited” section of the Employee Handbook.

### **Retaliation**

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

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

### **Reporting Prohibited Conduct**

An employee who believes that he or she has experienced prohibited conduct, or that another employee has experienced prohibited conduct, should immediately report the alleged conduct to the Principal or his or her supervisor, or school official as determined by the Superintendent.

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

Reports concerning prohibited conduct against the Title IX Coordinator, ADA/Section 504 Coordinator, and/or Title VII/Age Coordinator may be made to the Superintendent.

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

### **Timely Reporting**

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

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

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

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

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

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

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

### **Concluding the Investigation**

Investigations of prohibited conduct should be completed as soon as reasonably possible and appropriate under the circumstances. The investigator shall prepare a written report of the investigation, and provide the report to the **ARROW ACADEMY** official overseeing the investigation.

### **School Action**

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

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

### **Confidentiality**

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

### **Appeal**

A complainant who is dissatisfied with the outcome of an investigation may appeal through Board Policy PG-4.6 (Employee Complaints and Grievances – General).

### **Records Retention**

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

### **Distribution of Policy**

The Superintendent or designee shall ensure that this policy and accompanying procedures are made available to all employees through the **ARROW ACADEMY** Employee Handbook.

### **Liability for Harassment**

**ARROW ACADEMY** accepts no liability for harassment of any student or employee by another employee. Any **ARROW ACADEMY** employee who is found to have engaged in prohibited conduct is subject to disciplinary action, up to and including termination.

**ARROW ACADEMY** does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequences of the discharge of one's duties. Accordingly, to the extent permitted by law, **ARROW ACADEMY** reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

Texas Education Code (TEC) §21.006 requires certain school administrators to report certified educators to the State Board for Educator Certification (SBEC) when the employee resigns or is terminated for misconduct. Specific requirements are:

- Principals are required to report to superintendents within seven business days of an employee resigning or being terminated following an alleged incident of misconduct or knowing about a criminal record.
- Superintendents must report to the commissioner within seven business days after the superintendent receives a report from a principal or otherwise knows that the employee has resigned or been terminated due to an alleged incident of misconduct or a reported criminal record.
- The superintendent must complete the investigation of misconduct regardless of the resignation.
- Regardless of whether an educator resigns or is terminated, an administrator with reporting duties must inform SBEC if an educator engaged in conduct that violated the assessment instrument security procedures established under Texas Education Code § 39.0301.

Failure to report in accordance with requirements could subject the administrator to sanctions by SBEC and to possible criminal liability. Beginning September 1, 2019, reporting requirements expand to include non-certified employees who resign or are terminated due to an alleged incident of certain misconduct.

## **Code of Ethics and Standard Practices for Texas Educators**

### **Texas Administrative Code Title 19 Part 7 Chapter 247**

Statutory Authority: The provisions of this Chapter 247 are authorized under Texas Education Code, 21.041(b)(8), which requires the State Board for Educator Certification (SBEC) to propose rules providing for the adoption, enforcement, and amendment of an educators' code of ethics, and Section 63(l) of the conforming amendments to Senate Bill 1 (74th Legislature, 1995), which provides for a code of ethics proposed by the SBEC and adopted by the State Board of Education.

#### **Statement of Purpose.**

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom.

The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty.

The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession.

The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen.

The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

#### **Enforceable Standards**

##### **(1) Professional Ethical Conduct, Practices and Performance.**

(A) Standard 1.1. The educator shall not knowingly engage in deceptive practices regarding official policies of the school district or educational institution.

(B) Standard 1.2. 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.

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

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

(E) Standard 1.5. 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, or other persons or organizations in recognition or appreciation of service.

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

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

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

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

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

(K) Standard 1.11. The educator shall not intentionally, knowingly, or recklessly misrepresent his or her

employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

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

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

## **2) Ethical Conduct Toward Professional Colleagues**

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

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

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

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

(E) Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, sex, disability, or family status.

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

(G) Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC under this chapter.

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

## **(3) Ethical Conduct Toward Students**

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

(B) Standard 3.2. The educator shall not knowingly treat a student in a manner that adversely affects the student's learning, physical health, mental health, or safety.

(C) Standard 3.3. The educator shall not deliberately or knowingly misrepresent facts regarding a student.

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

(E) Standard 3.5. The educator shall not engage in physical mistreatment of a student.

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

(G) Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any student or knowingly allow any student to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

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

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

(i) the nature, purpose, timing, and amount of the communication;

(ii) the subject matter of the communication;

(iii) whether the communication was made openly, or the educator attempted to conceal the communication;

(iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;

(v) whether the communication was sexually explicit; and



(vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.