

PRO-VISION

LEARNING TODAY. LEADING TOMORROW.

EMPLOYEE HANDBOOK

2020-2021





Pro-Vision Educational Services

DBA

Pro-Vision Academy Middle School

and

Pro-Vision Academy High School

EMPLOYEE HANDBOOK

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Revised Spring 2021



Pro-Vision Educational Services DBA
Pro-Vision Academy Middle School &
Pro-Vision Academy High School

EMPLOYEE HANDBOOK
(with accompanying supplements, as necessary)

Issued to:

Date Issued:

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

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

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

Date: _____

Signature: _____

Print Name: _____

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

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Welcome

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

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

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

Equal Employment Opportunity Policy

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

Employment Relationship

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

Change in Policy

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

Employment Categories

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

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

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

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

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

Fingerprinting | Employee & Applicant Background Checks

Employment Checks

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

Criminal History Record Information

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

Termination or Refusal to Hire

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

- 1) The employee or applicant has been convicted of:
 - a. A felony offense under Title 5, Penal Code;
 - b. An offense on conviction of which the employee or applicant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or
 - c. An offense under the laws of another state that is equivalent to an offense under paragraphs (a) or (b) above; AND
- 2) At the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school. The Pro-Vision Educational Services may discharge an employee if it obtains information of the employee's conviction of any felony or a misdemeanor involving moral turpitude that the employee did not disclose to the School or the State Board of Educator Certification ("SBEC").

The Pro-Vision Educational Services also has a local policy regarding prior convictions. An employee who is arrested for, convicted of, or receives deferred adjudication must report each

arrest to the Superintendent within three calendar days of the arrest. An Employee who fails to report an arrest within three day can be considered for termination. The Pro-Vision Educational Services does not consider an arrest a conviction, but guilty pleas, no contest pleas, deferred adjudication and any court findings, other than dismissed, will be considered when determining hiring eligibility and termination.

- 1) Will not hire or cause for discharge
 - a. Title 5, Panel Code or equivalent state or federal offenses
 - b. Applicants currently serving probation for any offense
 - c. Extreme violence (aggravated assault/aggravated battery, murder, attempted murder)
 - d. Sexual offense (lewd and lascivious, sexual battery, etc.)
 - e. Kidnapping
 - f. Robbery
 - g. Manslaughter/homicide
 - h. Indecent Exposure (sexual in nature)
 - i. Sale of controlled substances
 - j. Crime against a minor
 - k. Crime using a weapon that could cause injury to a person
 - l. Convicted of any Economic Espionage Act offense
 - m. Convicted of fraud
 - n. Convicted of embezzlement as a felony
 - o. Any conviction that prohibits an individual being covered by The Pro-Vision Educational Services' Liability Insurance
- 2) Will not hire or cause of discharge if offense is less than 10 years old (will consider and carefully review if over 10 years old)
 - a. Domestic violence (felony)
 - b. Felony drug use or possession
 - c. Grand theft
 - d. Burglary related to theft
 - e. Felony possession of concealed weapon
 - f. Felony battery assault
 - g. Forgery
 - h. Solicitation of prostitution
 - i. Prostitution
 - j. Felony shoplifting
 - k. Other felony crimes
- 3) Will not hire or cause for discharge if offense is less than 5 years old (will consider and carefully review if over 5 years)
 - a. Misdemeanor drug use or possession (and/or drug paraphernalia)
 - b. Misdemeanor possession of concealed weapon (or improper use of weapon)
 - c. Battery/assault
 - d. Resisting arrest with violence

- e. Domestic Violence (misdemeanor)
 - f. 3 DWI's in 5-year period
 - g. Misdemeanor shoplifting
 - h. Other misdemeanor criminal offenses related to theft, robbery and vandalism
 - i. Sale of alcohol to a minor
 - j. Check fraud, credit card fraud, identity theft
- 4) Judgement: Case-by-Case Review
- a. DWI- one incident
 - b. Criminal traffic offenses, class A or B misdemeanor
 - c. Other miscellaneous criminal offenses that may determine "patterns of living" due to numerous occurrences that may not be considered good moral example
 - d. Disorderly conduct
 - e. Three or more arrests in a 5-year period that do not result in convictions
 - f. Petty theft
 - g. Cruelty to animals
 - h. Resisting arrest without violence
 - i. Weapons charges

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

Confidentiality of Information

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

Discrimination Based on Criminal History

Except as required by state or federal law, The Pro-Vision Educational Services does not prohibit employment or refuse to consider an application for employment solely on the grounds that an applicant/employee has a prior criminal record. The Pro-Vision Educational Services does not prohibit employment or refuse to consider an application for employment based solely on the grounds that the applicant/employee has been arrested. In accordance with Title VII of the Civil Rights Act of 1964, it is the policy of the School, prior to any exclusion of an applicant for employment or continued employment of an employee that has a criminal record, to conduct an individualized assessment of the criminal conduct at issue.

Fingerprinting



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

Immigration Law Compliance

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

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

Reporting an Educator's Misconduct

The Superintendent of The Pro-Vision Educational Services shall promptly notify the SBEC by filing a written report (within 7 days of first learning about an alleged incident of misconduct) with the Texas Education Agency upon obtaining knowledge or information indicating any of the following circumstances:

- 1) That an educator, applicant for, or holder of an educator's certificate has a reported criminal history;
- 2) That an educator or certificate holder was terminated for committing any of the following acts:
 - a. Sexual or physical abuse of a student or minor or engaging in any other unlawful conduct with a student or minor.
 - b. Possessing, transferring, selling, or distributing a controlled substance.
 - c. Illegally transferring, appropriating, or expending school property or funds.
 - d. Attempting by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to be employed in a position requiring such a certificate or permit or to receive additional compensation associated with a position;
 - e. Committing a crime or any part of a crime while on school property or at a school- sponsored event; or
 - f. Soliciting or engaging in sexual conduct or a romantic relationship with a student or minor;

- g. Engaging in conduct that violated the assessment instrument - security procedures established by Education Code section 39.0301.
- 3) That a certificate holder resigned, and reasonable evidence supported a recommendation to terminate the individual because he or she committed one of the acts specified in paragraph 2 above.

In accordance with state law, the Campus or Central Office Administrator must complete an investigation based on reasonable cause that the educator may be engaged in abuse or otherwise committing an unlawful act with a student or minor. An investigation of the educator's misconduct must be completed even if the educator resigns from employment before the completion of the investigation. If the educator is arrested and law enforcement requests that the school cease its investigation and the Campus or Central Office Administrator is unable to complete the investigation, the Campus or Central Office Administrator is still required to timely report to SBEC that the investigation was interrupted at the request of law enforcement.

Unprofessional Relationships

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

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

The Pro-Vision Educational Services recognizes that the question of whether a relationship constitutes fraternization or simply a social relationship is a very personal issue; however, because of the potential for inappropriate conduct, employees are encouraged to bring any questions regarding fraternization to the attention of his/her immediate supervisor.



The fraternization policy in no way constitutes a contract of employment and does not alter, modify, or otherwise change the employees' at-will employment relationship with The Pro-Vision Academy.

Payroll Administration

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

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

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

Underpayment and Overpayment

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

Time-Keeping Procedures

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

Annualized Compensation

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

Work Schedule/Hours

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

Payroll Deductions

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

Payroll Procedures

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

- Payroll deductions required by federal or state statute
- Payroll deductions required by valid court order
- Payroll deductions for any approved **The Pro-Vision Educational Services** employee benefit program
- Within ten (10) days from the receipt of a completed Payroll Deduction Application
- Payroll Services within five business days of receipt and in accordance with the current payroll schedule.
- Payroll deductions for not reporting to work on your schedule shift, meetings, or development training.

- Payroll deductions will begin no later than the pay period following the pay period of submission unless otherwise notified by the Superintendent.

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

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

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

Remittance of Funds for Payroll Deductions

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

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

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

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

Discontinuation of Payroll Deductions

Employees may discontinue payroll deductions not required by statute, valid court order, **The Pro-Vision Educational Services** sponsored employee benefit programs or dues, and available by this executive order.



Employees may discontinue the aforementioned deductions by completing the Payroll Deduction Cancellation Form and obtaining approval from their direct supervisor through the designated departmental payroll representative, who will submit to Payroll Services. Employees cannot cancel their healthcare benefits without a qualifying event; they must wait until the annual open enrollment.

Personal Leave

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

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

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

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

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

Attendance Policy

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

Where an Employee must be absent from work or tardy because of unexpected illness or family emergency, the Employee, or a representative of the Employee, such as a family member, should notify his or her supervisor prior to the beginning of the Employee's workday. **Where the Employees' supervisor receives no information from the Employee or a representative after three (3) consecutive days of absence from scheduled workdays, your Employer will deem the Employee to have voluntarily quit his or her employment.**

Where an Employee has properly notified a supervisor regarding an unexpected illness or family emergency, the Employee is eligible to use his or her sick, personal or vacation days. Employees should notify the supervisor as soon as practical after taking a leave of absence and, in any event, no later than two (2) workdays after taking leave. Upon expiration of paid leave, your Employer may require the Employee to provide a medical or other appropriate verification of the Employee's reasons for the additional absence from work.

Definitions:

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

Leaving Work During Normal Working Hours

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

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

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

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

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

Guidelines:

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

- Call in sick by the designated time

Responsibilities

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

Setting the example

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

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

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

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

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

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

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

Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

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

Military Leave

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

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

Jury Duty/Legal Proceedings Leave

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

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

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

If the employee is released after the school day has ended, the employee will be paid a full day.



The employee is required to return to work the following day with the jury release letter.

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

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

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

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

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

Bereavement Leave

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

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

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

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

Benefits

Medical Care Benefits

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

Texas Teacher Retirement System



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

Workers' Compensation Insurance

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

Holidays

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

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

Anti-Harassment Policy

Your Employer expressly prohibits harassment of and discrimination against employees on the basis of race, color, sex, religion, national origin, disability, veteran status or any status protected under local, state or federal law by managers, employees or outsiders. We do so because we want to provide all of our employees with a pleasant working environment and

because harassment is prohibited by law. All employees are responsible to conduct themselves in ways that ensure others are able to work in an atmosphere free from harassment of any kind.

Sexual Harassment Policy

This Employer will not tolerate sexual harassment.

Who is covered?

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

What is Sexual Harassment?

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

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

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

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

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

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

Obligations of All Employees

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

Professional Environment

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

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

How to Report Sexual Harassment

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

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

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

Where to Report



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

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

Note: Review attachments for Dispute Resolution Form

When to Report

****Immediately****

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

Investigations

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

Determinations

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

Discipline

Any Employee engaged in sexual harassment will be subject to discipline, up to and including termination. This includes first-time offenders. All disciplinary decisions will be made on a case-by-case basis.

Complaining parties will be apprised in general of the progress of the investigation of their complaint; however, because of privacy concerns, only information of a general nature concerning the final outcome and any possible disciplinary action will be disclosed.

Retaliation

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

False Claims

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

Workplace Discrimination and Harassment

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

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

Code of Conduct

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

Texas Educator Preamble

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

Professional Ethical Conduct, Practices and Performance

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

Ethical Conduct Toward Professional Colleagues

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

Ethical Conduct Towards Students

- The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.
- The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
- The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.
- The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
- The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.
- The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

- The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:
 - The nature, purpose, timing, and amount of the communication;
 - The subject matter of the communication;
 - Whether the communication was made openly or the educator attempted to conceal the communication;
 - Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
 - Whether the communication was sexually explicit; and
 - Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Professional Code of Ethics and Standard Practices for Texas Educators, amended to be effective December 26, 2010.

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

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

Communication

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

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

It is inappropriate and in poor judgment to make negative comments, gossip, or spread rumors about a co-worker, whether factual or unsubstantiated. Employees are discouraged from engaging in communication at work that may contribute to dissension/disharmony in the workplace.



Speaking in a language other than English does not exempt an employee from complying with this policy, will still be considered inappropriate if it is spoken in a language other than English.

Conduct and Behavior

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

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

Sound Judgment

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

Truthfulness

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

Performance of Duty

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

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

Chain of Command

Employers are responsible for knowing and following their chain of command, beginning with the immediate supervisor, and for refraining from bypassing the normal order of authority. This does not include employee's workplace communications with various levels of authority that occur within the normal course and scope of operations and have or reasonably expect to be approved by the immediate supervisor.

Observance of the chain of command does not prevent an employee from using the defined complaint processes such as filing a complaint with the Human Resource Department. (Refer to the policy for details).

Compliance with Orders

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

Employees will promptly and respectfully obey all lawful orders and directions given by supervisors' other superiors acting within the scope of their authority. Failure to obey such lawful order will be considered insubordination.

Employees receiving an order will obey the order to the best of their ability. If it appears to conflict with policy or previous orders, employees will respectfully communicate with the supervisor, request clarification and follow the supervisor's direction to the best of their ability. Matters that are still unclear may be reported to the next level in the chain of command.

Supervisors Responsibilities

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

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

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

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

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

Delegation of Responsibility

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

Safety

Workplace Injuries

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

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

Guns and Firearms

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

Substance Abuse Policy

Purpose of Policy

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

Prohibited Conduct

- 1) **Illegal Drugs** - This policy prohibits any Employee from bringing onto the Employer premises or Property, having possession of, being under the influence of, or using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug while on Employer business or at any time during the hours between the beginning and ending of the Employee's work day, whether on duty or not, and whether on Employer property or not. For purposes of this policy, an "illegal drug" is any drug (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained by the Employee; or (c) which is being used in a manner or for a purpose other than as prescribed for the Employee.
- 2) **Alcohol** - This policy prohibits any employee from being impaired by alcohol while on Employer business or at any time during the hours between the beginning and ending of the Employee's workday, whether on Employer property or not. This policy also prohibits any Employee from bringing alcohol onto Employer premises or property or using, consuming, transferring, selling or attempting to sell or transfer alcohol while on Employer business or at any time during the hours between the beginning and ending of the Employee's work day, whether on Employer property or not, except as specifically authorized by your Employer.
- 3) **Prescription and Over-the-Counter Drugs** - This policy prohibits any Employee from abusing prescription medications or over-the-counter drugs while on Employer business or at any time during the hours between the beginning and ending of the Employee's work day, whether on duty or not, and whether on Employer property or not. For the purpose of this policy, "prescription or over-the-counter drug abuse" means taking medications that were prescribed for someone else; using prescription drugs or over-the-counter drugs for a purpose other than for which they were prescribed or manufactured or other than in accordance with the doctor's instructions or recommended dosages. Employees are expected to consult with their physicians regarding the effect of medications prescribed for them and to consult any package warnings for over-the-counter drugs. When an Employee is taking a prescription or over-the-counter drug that can or will have an effect on the Employee's normal mental and/or physical state or interfere with work such as operating vehicles, machinery, equipment, etc. the Employee should inform his or her immediate supervisor so that an accommodation may be made to allow the Employee to continue job performance without endangering his or her health and safety or the health of others.
- 4) **Tobacco (cigarette, cigars, pipes, etc.)** - This policy prohibits smoking by any of its Employees at any time during the workday and does not provide any "smoke breaks" during the workday. Your Employer is committed to a smoke-free and productive work environment, ensuring that the health, enjoyment and productivity of the workplace remains unimpaired by smoke or smoking behavior for all Employees.

Substance Screening

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

- 1) **Applicant Testing** - Your Employer may require any job applicant who has received a conditional offer of employment to undergo a drug and/or alcohol test as a condition of commencement of employment. If the job applicant refuses to undergo substance testing or has a confirmed positive test result, the conditional offer of employment will be withdrawn, and the individual will not be hired.
- 2) **Reasonable Suspicion Testing** - Your Employer may require Employee to undergo drug and/or alcohol testing if it has a reasonable suspicion that the Employee is using or has used drugs or alcohol in violation of this policy. By way of example only, a “reasonable suspicion” for purposes of this policy may be based upon such circumstances as physical symptoms or manifestations of being under the influence of drugs or alcohol or direct observation of drug or alcohol use while at work or on duty; a reliable, credible and independently corroborated report of drugs or alcohol use while at work or on duty; evidence that an individual has tampered with a drug or alcohol test during his or her employment with your Employer; or evidence that the Employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on Company premises or operating your Employer’s vehicles, machinery or equipment.
- 3) **Post-Accident Testing** - Generally, your Employer may require an Employee to undergo drug and/or alcohol testing if your Employer has a reasonable suspicion that the Employee or another person has sustained a work-related injury or an accident occurs resulting in Company property damage or loss of at least \$500.00 as a direct result of the Employee’s use of drugs or alcohol.
- 4) **Random Testing** - Your Employer may require any Employee to undergo drug and/or alcohol testing on a random selection basis. In selecting Employees at random for alcohol or drug testing, all Employees will be equally subject to being selected and your Employer will not have the discretion to waive the selection of any Employee.
- 5) **Post-Rehabilitation Testing** - Your Employer may require any Employee to undergo drug and/or alcohol testing without prior notice following a prior confirmed positive test or following the Employee’s participation in a

drug or alcohol dependency treatment program under an employee benefit plan or at the request or requirement of your Employer. This post-rehabilitation testing may continue for up to two years.

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

Substance Screening Methods and Limits

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

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

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

All samples will be collected in a manner, which is designed to protect to the fullest extent possible individual privacy of Employees. Employees will not be subject to direct observation while rendering urine samples; however, if there is a valid suspicion that the Employee has tampered with a sample, preventive measures will be employed. If an

Employee provides a sample that contains confirmed evidence of any form of tampering or substitution, this shall constitute a refusal to be tested and the Employee shall be subject to discipline in accordance with this policy.

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

Employee Notification of Criminal Drug Conviction or License Suspension

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

Consequences of Failure to Comply with this Policy

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

Reporting Child Abuse

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

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

If the suspected abuse or neglect involves a person responsible for the custody, care or welfare of the child, the report must generally be made to the Texas Department of Family and Protective Services (DFPS). All other reports should be made to any local or state law enforcement agency, the DFPS, the Texas Education Agency (if the abuse or neglect

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

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

- The name and address of the child;
- The name and address of the person responsible for the care, custody, or welfare of the child; and
- Any other pertinent information concerning the alleged or suspected abuse or neglect.
- All reports of abuse shall be reported to the Compliance Officer or Designee contemporaneous to the report mandated by law.

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

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

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

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

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

Dispute/Grievance Resolution

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

1. The employee should discuss the problem with the immediate supervisor and attempt a solution.
2. If the employee feels that the problem requires further review, such supervisor will discuss the issue with Pro-Vision Educational Services' Principals. Pro-Vision Educational Services' Principals will review the facts of the case, discuss the problem with the employee if necessary and then make a final ruling that will be expressed both verbally and in writing to the employee.
3. If not satisfied, the employee should request that the supervisor arrange a meeting with the next level of supervision.
4. An employee must not be penalized for following this procedure. The processing of the problem will stop at any step when the decision is agreeable to the employee and management.

Disciplinary Procedures

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

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

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

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

- Theft, fraud, gambling, weapons or explosives in the workplace.

- Falsification of company records including but not limited to employment application and timecards.
- Possession, distribution, sale, transfer, use or being impaired by alcohol or drugs while on duty.
- Threatening, boisterous or intimidating conduct or language, including fighting, horseplay and practical jokes which adversely affect operations, company property or persons on Company property.
- Negligence or improper conduct leading to damage of property.
- Insubordination (refusal to comply with instruction), failure to perform reasonable duties as assigned or other disrespectful conduct.
- Violation of company policies, including safety or health rules. Sexual or other unwelcome harassment.
- Excessive absenteeism, tardiness or unauthorized absence from workstation during the workday.
- Unauthorized disclosure of business “trade secrets” or confidential information.
- Unsatisfactory performance or conduct.

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

Types of Disciplinary Action

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

1. **Employee counseling or oral directive.** The supervisor should counsel the employee about the employee’s performance or conduct following a minor offense, eliminating possible misunderstandings, improving job performance, or explaining what is proper conduct.

2. **Written directive.** The employee receives a written notice of discipline following continued poor job performance, repeated minor offenses or where the supervisor or manager believes that an offense in the first instance is serious enough to warrant issuing a formal written notice.
3. **Final written directive.** The employee receives final written notice if sufficient progress in job performance has not occurred after counseling, written reprimands, following repeated minor warnings, as the result of an accumulation of minor offenses or as the result of a serious offense of misconduct.
4. **Suspension.** Suspension without pay occurs when an employee fails to correct performance after repeated warnings, as the result of an accumulation of minor offenses or as the result of a serious offense of misconduct.
5. **Termination.** Termination should normally take place under the following circumstances:

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

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

Reasonable Accommodation for Qualified Employees with Disabilities

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

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

Email and Internet

Any personal Internet access may result in discipline, up to and including termination from employment. Any personal Internet access to content or materials which are of an offensive nature, including pornographic or obscene materials and materials that otherwise may reasonably be considered inappropriate, will be considered willful misconduct and result in immediate discharge.

Your Employer is dedicated to providing a work environment that is free from unlawful harassment. Transmitting offensive materials through your Employer's e-mail may be viewed as creating a hostile work environment, thereby exposing your Employer and individuals to liability. Accordingly, it is also prohibited and will be cause for discipline, up to and including termination from employment, to transmit material, which is defamatory, discriminatory, threatening, profane, slanderous, libelous or otherwise offensive. Materials covered by this restriction include documents, messages, jokes, images, cartoons, programs and software.

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

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

Use and Care of Employer Property

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

Personal Appearance

The appearance of an individual has a great bearing upon the manner in which his or her services are accepted by clients or partners of your Employer or the public in general. It should



always be a matter of personal pride with every Employee to keep clean and neat while they are in the employ of your Employer.

Dress Code

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

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

Business Professional (Based on Job Assignment)

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

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

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

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

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

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

For women, business casual includes khaki-style slacks and/or skirts, coordinated shirts and skirts, twinsets, and shirtdresses. The top can be either a (short or long-sleeved blouse/shirt)

or sweater. Sleeveless blouses or sweaters are acceptable. A jacket or blazer is optional. Cropped pants (no higher than mid-calf) are acceptable if they are a part of a matching or coordinated ensemble or suit. Dress sandals or open –toe pumps are acceptable. Athletic shoes, sneakers, flip-flops, or beach sandals are not appropriate.

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

Inappropriate Attire

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

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

All employees need to have proper hygiene at all times.

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

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

No Soliciting

Report any unauthorized solicitor to your supervisor.

Change in Status

Employees should report any change in material status, dependent, exemptions, address, telephone number, etc. to Human Resources at hr@pvacademy.org in order to keep personnel records correct,



and to assure that Employees receive ample opportunity to participate in employee benefit programs for which they are eligible.

Confidentiality

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

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

Attitude

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

Outside Employment

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

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

Conflict of Interest



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

Employees may not operate personal business during the workday.

Telephone

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

Breaks

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

No Privacy

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

Electronic Media- Acceptable Use

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

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

The Pro-Vision Educational Services may monitor content out on the Internet. If an employee's use of electronic media violates state or federal law or Pro-Vision's policy or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Personnel Files

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

Visitors

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

Separation Policy

Lay-offs - If conditions ever demand that a reduction be made in the staff of this Employer, the order in which Employees are released will be determined by past performance, special skills, qualifications for work and flexibility. Seniority will not be the determining factor.

Discharges - This Employer may discharge an Employee at any time with or without cause; however, some of the situations that may result in discharge include the following:

1. Misconduct such as insubordination, dishonesty, intoxication, substance abuse, carrying of firearms, unauthorized disclosure of confidential or payroll information, frequent non-excused absences, habitual tardiness, and leaving your workstation before quitting time without your supervisor's permission, etc.
2. Performance related reasons such as inefficiency, high rate of error, poor quality or quantity of work lack of cooperation, and excessive sick leave, etc.

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

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

Performance-Based Release

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

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

Acts of Misconduct

Acts of Misconduct are very serious causes that require immediate dismissal of an employee without prior warning. A supervisor should consult with Pro-Vision Educational Services' Principals before taking such action.



If an employee is dismissed because of an Act of Misconduct, payment for earned but unused vacation will not be made. Any unearned vacation that has been taken will be deducted from the employee's final paycheck.

COBRA/Group Health Continuation Coverage

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

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

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

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

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

Employee Communication

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

Employees are to check their email daily.



Performance Evaluation

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

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

Exit Interview

Exit interviews will be scheduled for all employees leaving The Pro-Vision Educational Services. All keys, books, phones, computers, property and equipment must be returned upon separation from employment. Pro-Vision Educational Services may withhold the cost of any unreturned items from the final paycheck.

EMPLOYEE HANDBOOK

TEXAS STATE

SUPPLEMENT

(Effective August 1, 2012)

EMPLOYEE HANDBOOK TEXAS STATE SUPPLEMENT

This Texas State Supplement includes your Employer's policies applicable to Employees who work in the state of Texas. Texas Employees should consider the following policies to be part of their Employee Handbook, under the same terms and conditions of all other policies included in the Employee Handbook.

Deduction from Wages



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

Payment of Wages upon Separation from Employment

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

Polygraph Examinations

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

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

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

Personnel Files

See general provisions in Employee Handbook.

Nursing Mothers

Any Employee who is a nursing mother may breast feed her baby during any regularly scheduled break period or meal period in the area of your Employer's facilities designated for such purpose.

Compliance with Subpoenas



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

Reports of Unlawful Discrimination, Harassment or Retaliation

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

END OF TEXAS STATE SUPPLEMENT

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

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

LEVEL:

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

EMPLOYEE'S NAME _____
Home Phone _____

EMPLOYEE'S ADDRESS: _____
Street City State Zip

EMPLOYEE ID#: _____ EMPLOYEE POSITION: _____

Email Address: _____

Work Location: _____ Work Location Phone: _____

Name, address, telephone and email address of representative, if any: _____

Date Concern/Dispute Occurred: _____ Date Filed: _____

Principal/Work Location Supervisor: _____

Statement of Concern/Dispute:

(Attach a copy of the procedure or policy allegedly violated.)

Remedy Requested:

Signature of Employee Date

LEVEL I:

- A. Date received by Principal/Work Location Supervisor _____
- B. Disposition by Principal/Work Location Supervisor: _____

Signature of Principal/ Work Location Supervisor Date
(Return original form to employee. Retain copy for your file.)

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

Signature of Employee Date

LEVEL II:

- A. Date received by Superintendent/Next Level Vertical Line Supervisor _____
- B. Disposition by Superintendent/Next Level Vertical Line Supervisor: _____

Signature of Superintendent/Designee Date
(Return original form to employee. Retain copy for your file.
Submit a copy to the Employee Relations Department.)

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

Signature of Employee Date

LEVEL III:

- A. Date received by Board Office: _____

PRO-VISION EDUCATIONAL SERVICES

COVID-19 HEALTH AND SAFETY POLICY

Policy

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Because of the hidden nature of this threat, and in accordance with local government orders and guidance, it is the policy of the PRO-VISION EDUCATIONAL SERVICES to require the following:

1. Face coverings

All persons, including employees, students, visitors, and contractors who enter the premises of the PRO-VISION EDUCATIONAL SERVICES facilities must wear a face covering over their nose and mouth (such as a homemade mask, scarf, bandana, or handkerchief).

The requirement of face covering does **not** apply when:

- a. The person is alone in a separate single space, whether indoors or outdoors at the workplace not in proximity of other persons;
- b. The person is in the presence only of other members of the same household or residence, whether indoors or outdoors;
- c. Doing so poses a greater mental or physical health, safety, or security risk;
- d. The person is outdoors engaging in an allowed activity while alone, or with members of the same household or residence, or while maintaining a consistent separation of six feet or more from others and engaging in conduct authorized and as allowed by Governor's orders or not otherwise prohibited by local order;
- e. For purposes of eating and drinking; or
- f. Operational needs require a face covering be temporarily removed.

2. Social distancing protocols

Even with the use of appropriate face coverings, individuals should maintain six feet of social distancing whenever possible and shall follow TEA Guidelines or instructions as may be issued from time to time. Employees should not work within six (6) feet of one another, except to the extent necessary. Other mitigating methods, such as face shields, may also be used and should be when a face covering cannot be safely worn.

3. Hand washing and hygiene

All employees, students, visitors, and contractors are encouraged to wash their hands with soap and water for at least 20 seconds as frequently as possible, or use hand sanitizer with at least 60% alcohol. Individuals should also cover coughs and sneezes (into the sleeve or elbow, not into hands), immediately throw away used tissues into appropriate trash receptacles, and wash hands after coughing, sneezing, or using a tissue. The PRO-VISION EDUCATIONAL SERVICES will provide hand sanitizer throughout its facilities.

4. Cleaning protocols

The PRO-VISION EDUCATIONAL SERVICES will implement cleaning protocols in accordance with guidance from the Centers for Disease Control and Prevention (“CDC”), including regular cleaning of high-touch surfaces and discouraging sharing items.

5. Symptomatic Individuals

Employees, students, visitors, and contractors experiencing symptoms of COVID-19, as identified by the CDC, should not enter any of the PRO-VISION EDUCATIONAL SERVICES premises or facilities. Employees who are sick should notify their supervisors.

Violations

Persons who do not wear a face covering may be asked to leave the premises until the face covering requirements are followed.

If a student over the age of ten (10) for whom it is developmentally appropriate to wear a face covering and for whom a face covering does not pose a mental or physical risk does not wear a face covering on campus, the student will be removed from class and their parent/guardian will be contacted to either bring the student a face covering or take the student home.

An employee who does not wear a face covering and is not subject to an exception to this Policy may be asked to leave the workplace. Such time will be counted against the employee’s accrued leave. An employee violating this policy may be subject to discipline, up to and including termination.

Notice and Signage

Notice of this Health and Safety Policy is posted in a conspicuous location of all the **PRO-VISIONAL EDUCATIONAL SERVICES** facilities, including entry points.

Certification of Posting

On this 17th day of August 2020, this notice was posted on The Pro-Vision Educational Services website and the main entrance doors of the schools.

Warner D. Ervin

Warner D. Ervin,
Interim Superintendent of Schools

Title IX Formal Complaint Process for Sexual Harassment

1. Title IX Statement of Nondiscrimination

Pro-Vision Educational Services Charter School District prohibits discrimination, including harassment, against any student on the basis of sex. Retaliation against anyone involved in the formal complaint process described below is a violation of Pro-Vision Educational Services policy and is prohibited.

2. Sexual Harassment

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

1. An employee of Pro-Vision Educational Services conditioning the provision of an aid, benefit, or service of Pro-Vision Educational Services on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Pro-Vision Educational Services’ education program or activity; or
3. “Sexual assault” as defined in [20 U.S.C. 1091\(f\)\(6\)\(A\)\(v\)](#); “dating violence” as defined in [34 U.S.C. 12291\(a\)\(10\)](#); “domestic violence” as defined in [34 U.S.C. 12291\(a\)\(8\)](#); or “stalking” as defined in [34 U.S.C. 12291\(a\)\(30\)](#).

3. Definitions

a) Title IX Official

For the purposes of this formal complaint process, a “Title IX Official” means the Title IX Coordinator/designee and campus administrators.

b) Complainant

A complainant is a student who is alleged to be the victim of sexual harassment.

c) Respondent

A respondent is the person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

d) Formal Complaint

A formal complaint means a document filed by a complainant (or complainant’s parent/guardian) or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Pro-Vision Educational Services investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in Pro-Vision Educational Services’ education program or activity.

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by e-mail using the Title IX Coordinator's contact information. A formal complaint may be a document or electronic submission (i.e., by e-mail or through an online portal provided by Pro-Vision Educational Services) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the individual filing the complaint.

4. Reporting Procedures

a) Student Report

Any student who believes that he or she has experienced sexual harassment or believes that another student has experienced sexual harassment should immediately report the alleged acts to a teacher, school counselor, principal, assistant principal, or Pro-Vision Educational Services' Title IX Coordinator/designee.

b) Parent Report

Any parent who suspects or receives notice that a student or group of students has or may have experienced sexual harassment shall promptly notify a campus administrator or the Title IX Coordinator.

c) Employee Report

Any Pro-Vision Educational Services employee who suspects or receives notice that a student or group of students has or may have experienced sexual harassment shall promptly notify a campus administrator or the Title IX Coordinator.

d) Alternate Reporting Procedures

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning sexual harassment, including reports against the Title IX coordinator, may be directed to the Superintendent. A report against the Superintendent may be made directly to the Board of Directors. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

e) Timely Reporting

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

f) Notice to Parents

Upon receipt of a formal complaint, the Title IX Official or designee shall promptly notify the parents of any student alleged to have experienced sexual harassment and the parents of a student

who is alleged to have engaged in conduct that could be sexual harassment with notice in compliance with the “Written Notice” section below.

5. Supportive Measures

Pro-Vision Educational Services shall offer the parties supportive measures. Supportive measures may include individualized services that are non-punitive, non-disciplinary, and do not unreasonably burden the other party yet are designed to restore or preserve a student’s equal access to education. Supportive measures may include but are not limited to counseling, extensions of deadlines or other class-related adjustments, modifications of class schedules, campus escort services, mutual restrictions on contact between the parties, increased monitoring of certain areas of the campus, and other similar measures. Pro-Vision Educational Services must maintain as confidential any supportive measures provided to the parties to the extent this would not impair the ability of Pro-Vision Educational Services to provide supportive measures.

6. Formal Complaint Procedure

A formal complaint alleging sexual harassment shall be in writing. A formal complaint may be made by the complainant-student, a parent, or legal guardian. In cases where an alleged victim does not file a formal complaint, the Title IX Coordinator may initiate the formal complaint process where warranted (e.g., allegations of sexual assault or abuse, improper relationship between employee and student).

The formal complaint process shall be engaged with all deliberate speed for resolving formal complaints of sexual harassment. Pro-Vision Educational Services shall attempt to complete an investigation of a formal complaint within 60 calendar days of receiving a formal complaint. Temporary delays shall be permitted only for good cause; good cause can include but is not limited to law enforcement activities, the absence of a party or witness, the absence of a party’s advisor of choice, or the need to provide language assistance or accommodation of disabilities.

a) Equitability and Objectivity

Both the complainant and the respondent are to be treated equitably in the grievance process. Pro-Vision Educational Services must ensure an objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.

b) Credibility and Presumption of Innocence

Credibility determinations shall not be made on the basis of a person’s status as a complainant, respondent, or witness. The respondent is presumed not responsible, and any finding of responsibility comes only at the conclusion of a grievance process.

c) No Conflicts of Interest

The individuals directly involved in the formal complaint process (Title IX Coordinator or designee, investigator, decision-maker, and facilitator of informal resolution efforts) must not have

any bias or conflict of interest. These individuals shall also be trained. The materials used to train Title IX personnel may not rely on sex stereotypes, must promote impartial investigations and adjudications, and must be posted on Pro-Vision Educational Services' website.

d) *Standard of Evidence*

Pro-Vision Educational Services will use the preponderance of the evidence standard for making a determination of responsibility.

e) *Privileges*

No information protected by a legal privilege, such as the attorney-client privilege or the doctor-patient privilege, can be used during an investigation unless the person holding that privilege has waived it. Neither a party nor Pro-Vision Educational Services is allowed to seek, permit questions about, or allow the introduction of evidence that is protected by a recognized privilege. Individuals can always opt to waive their own privileges.

f) *Emergency Removals*

Pro-Vision Educational Services may remove a respondent from Pro-Vision Educational Services' education programs or activities on an emergency basis if Pro-Vision Educational Services undertakes an individualized safety and risk analysis and determines that an immediate threat, arising from the allegations of sexual harassment, to anyone's physical health or safety justifies removal. Additionally, Pro-Vision Educational Services must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal.

Pro-Vision Educational Services' ability to initiate an emergency removal does not override or modify the rights of individuals under the Individuals with Disabilities Education Act, Section 504, or the Americans with Disabilities Act.

If the respondent is a Pro-Vision Educational Services employee, the employee may be placed on administrative or other school-initiated leave during the investigation in accordance with applicable law.

g) *Initial Assessment of Formal Complaint and Potential Dismissal*

Upon receipt of a formal complaint, the Title IX Official or designee shall determine whether the allegations, if proven, would constitute sexual harassment as defined by Title IX.

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

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

Pro-Vision Educational Services may dismiss a formal complaint:

1. If the complainant notifies the Title IX Coordinator in writing that he/she wishes to withdraw the formal complaint or any allegations therein;
2. If the respondent is no longer enrolled in or employed by Pro-Vision Educational Services;
or
3. If circumstances prevent Pro-Vision Educational Services from gathering evidence sufficient to reach a determination about the allegations.

If the Title IX Official dismisses a formal complaint or any allegations in it, the Title IX Official shall promptly send written notice of the dismissal and the reasons to the parties. Both parties have the right to appeal a dismissal decision.

Dismissal of a formal complaint does not preclude Pro-Vision Educational Services from conducting an investigation under the school's policy concerning on-sexual harassment discrimination or any other policy that may apply to the alleged conduct.

h) Consolidation of Complaints

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

i) Written Notice

When an investigation of a formal complaint begins, the parties will receive written notice. Included in the notice shall be a copy of this process and Pro-Vision Educational Services' policy concerning prohibited sexual harassment. Written notice shall also include:

1. 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.
2. A statement that the respondent is presumed to be innocent and that a determination regarding responsibility is made at the conclusion of the formal complaint process.
3. A statement that the parties are entitled to an advisor of their choice who may be a parent/guardian or who may be, but is not required to be, an attorney.
4. A statement that the parties can inspect and review relevant evidence
5. Information from Pro-Vision Educational Services code of conduct about making false statements or knowingly submitting false statements during the complaint process.

This written notice must be provided to allow the parties sufficient time to prepare a response before any initial interview.

If, during an investigation, Pro-Vision Educational Services District decides to investigate allegations about the complainant or respondent that were not included in the original notice, Pro-Vision Educational Services must provide notice of the additional allegations to the parties.

j) Investigators

An investigation of a formal complaint may be conducted by a trained Title IX Official or designee, such as a principal, an assistant principal, a central office administrator, or by a third party designated by Pro-Vision Educational Services, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

Pro-Vision Educational Services shall provide an equal opportunity for the parties to present witnesses to be interviewed and evidence to be considered, including information from fact and expert witnesses, as well as inculpatory and exculpatory evidence.

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

k) Representation

Both parties will have the opportunity to have an advisor of choice accompany them to any meetings throughout the investigation process. A parent/guardian may serve as a student's advisor; a student may also have an advisor in addition to his/her parent present at meetings in the investigation process. However, parents and advisors cannot interfere with interviews. Advisors may only observe.

l) Conducting the Investigation

Pro-Vision Educational Services shall provide written notice of the date, time, location, participants, and purpose of all interviews, or other meetings with sufficient time for the party to prepare.

Pro-Vision Educational Services shall provide equal opportunities for the parties and their advisors to inspect and review the evidence obtained as part of its investigation, if the information is directly related to the allegations raised in the formal complaint, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

Every party has the right to choose to participate, or not participate, in any part of an investigation. No person shall be forced, threatened, coerced, discriminated against, or retaliated against for choosing not to be part of the grievance process.

The investigation may consist of personal interviews with the person making the report, the complainant, the respondent, 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.

Prior to completing an investigative report, Pro-Vision Educational Services will 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. The parties must have at least 10 days to submit a written response, which the investigator will consider prior to completing the investigative report.

If a response is submitted, the investigator shall consider that response before finalizing the investigative report. The investigative report can then be finalized and provided to the parties.

That report shall be circulated to the parties at least another 10 days before any determination of responsibility.

Before making a determination of responsibility, the parties shall be given an opportunity to submit relevant, written questions to each other. The decision maker may establish a deadline for a party to respond to questions posed by another party. Responses may be verbal or written at the decision-maker's discretion. Parents/guardians may respond in writing for their children. The decision-maker may ask additional questions of the parties and witnesses before making a determination of responsibility.

Questions and evidence about a complainant's prior sexual history are not relevant with two limited exceptions: to prove someone other than the respondent committed the alleged misconduct or to prove consent.

m) Cooperation with Law Enforcement or Regulatory Agencies

If a law enforcement or regulatory agency notifies Pro-Vision Educational Services that a criminal or regulatory investigation has been initiated, Pro-Vision Educational Services shall confer with the agency to determine if the school's investigation would impede the criminal or regulatory investigation. Pro-Vision Educational Services shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, Pro-Vision Educational Services shall promptly resume its investigation.

n) Disability Accommodations

Pro-Vision Educational Services shall ensure that individuals with disabilities who participate in the school's formal grievance process are appropriately accommodated, including with respect to the use of technology and reliance on visual, auditory, or written modes of communication.

o) Concluding the Investigation

The investigator shall prepare a final written report of the investigation. The report shall not include a determination of whether prohibited conduct occurred but may include recommended findings of fact. The report shall be filed with the Title IX Coordinator and the decision-maker.

p) Written Determination of Responsibility and Notification

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

q) Decision-maker

The decision-maker shall objectively evaluate the relevant evidence and reach conclusions about whether the respondent is responsible for the alleged sexual harassment. The decision-maker shall use independent judgment and shall not be the Title IX Coordinator or the person(s) who conducted the investigation.

Decision-makers shall be free from conflicts of interest or bias for or against complainants or respondents and shall have received special training about how to be impartial and how to decide what evidence is relevant. The decision-maker will weigh the relevant evidence and decide whether it meets Pro-Vision Educational Services standard of evidence for sexual harassment allegations.

After the evidence has been weighed, the decision-maker shall issue a written decision regarding responsibility. It shall include:

1. Identification of the allegations potentially constituting sexual harassment.
2. A description of the procedural steps taken from receipt of the formal complaint through the determination of responsibility, including notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held, if any.
3. Findings of fact supporting the determination.
4. Conclusions regarding the application of Pro-Vision Educational Services' code of conduct to the facts.
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility.
6. Any disciplinary sanctions that will be imposed on the respondent, and whether remedies will be provided to the complainant to restore or preserve equal access to Pro-Vision Educational Services' education program or activity.
7. A statement of Pro-Vision Educational Services' procedures and permissible bases for the complainant and respondent to appeal.

Pro-Vision Educational Services shall send the written determination regarding responsibility to the parties simultaneously, along with information about how to appeal the determination.

The Title IX coordinator is responsible for implementing the remedies contained in the written determination regarding responsibility if there is no timely appeal or once the appeal process is completed.

r) Corrective Action/Remedies

Pro-Vision Educational Services' remedies are to be designed to restore or preserve equal access to the school's education programs or activities.

Disciplinary consequences for respondents who are students will range from a verbal warning to expulsion, as allowed under the Student Code of Conduct.

Disciplinary consequences for respondents who are employees will range from a verbal warning to termination of employment, as allowed under the school's standards for employee conduct.

Corrective actions may also include training programs for those involved in the complaint, a comprehensive education program for the school community, counseling to the complainant and the respondent who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming Pro-Vision Educational Services' policy against discrimination and harassment.

s) *Improper Conduct Not Constituting Sexual Harassment*

If the investigation reveals improper conduct that did not rise to the level of sexual harassment, Pro-Vision Educational Services may take disciplinary action in accordance with the Student Code of Conduct and/or employee standards for conduct, along with any other corrective action reasonably calculated to address the conduct.

t) *Confidentiality*

To the greatest extent possible, Pro-Vision Educational Services shall respect the privacy of the complainant, respondent, and witnesses. Limited disclosures may be necessary to conduct a thorough investigation, comply with applicable law, and to implement supportive measures.

Pro-Vision Educational Services shall maintain the identities of parties and witnesses as confidential, unless disclosure of someone's identity is required under other laws or is necessary in order to conduct the grievance process, including the implementation of supportive measures and to comply with the Title IX regulations.

u) *Appeal*

An appeal must be in writing (on a form provided by Pro-Vision Educational Services) and filed with the Title IX Coordinator within 10 calendar days of issuance of the determination of responsibility. Appeals are available on the following bases:

1. A procedural irregularity that affected the outcome of the matter;
2. 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; or
3. 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.

A Pro-Vision Educational Services official who decides the appeal shall not be the same person who reached the determination regarding responsibility, the investigator, or the Title IX Coordinator.

After considering the parties' written statements, the decision-maker on appeal shall issue a written decision and send it to the parties simultaneously.

Pro-Vision Educational Services' determination about whether the respondent is responsible for the sexual harassment allegations becomes final after appeal.

v) *Retaliation Prohibited*

Pro-Vision Educational Services prohibits retaliation by a student or school employee against anyone alleged to have experienced sexual harassment, or any other person who in good faith, makes a report of sexual harassment, serves as a witness, or participates or refuses to participate in an investigation.

Any person who believes he or she has been retaliated against may file a complaint in accordance with the grievance process described in this regulation.

w) *False Claim*

A student or employee who intentionally makes a false claim or provides a materially false statement shall be subject to appropriate disciplinary action.

7. Informal Resolution

Pro-Vision Educational Services may offer informal resolution at any time prior to reaching a determination regarding responsibility, except in cases where the respondent is a school employee. Informal resolution may be attempted only if each party enters the process voluntarily. Pro-Vision Educational Services will not require informal resolution as a condition of continuing enrollment or employment, the enjoyment of any other right, or a waiver of the right to an investigation and adjudication of formal complaints. Pro-Vision Educational Services also may not offer an informal resolution process unless a formal complaint is filed.

Pro-Vision Educational Services shall provide a specially trained resolution facilitator who is free from conflicts of interest or bias. All parties shall be provided with notice of the allegations, notice of their rights, information about whether an informal process is confidential, and about withdrawing from the process.

8. Records Retention

Pro-Vision Educational Services shall retain copies of each sexual harassment allegation, investigation report, and related records for the time period required under the Title IX regulations at 34 C.F.R. Part 106.

9. Access to Procedures

Information regarding this regulation shall be included in Pro-Vision Educational Services' employee and student handbooks.